

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. <i>(If applicable)</i>	
6. ISSUED BY		CODE		7. ADMINISTERED BY <i>(If other than Item 6)</i>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i>				(X)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED <i>(SEE ITEM 11)</i>	
						10A. MODIFICATION OF CONTRACT/ORDER NO.	
						10B. DATED <i>(SEE ITEM 11)</i>	
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers

☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES <i>(such as changes in paying office, appropriation date, etc.)</i> SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER <i>(Specify type of modification and authority)</i>

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copy to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION <i>(Organized by UCF section headings, including solicitation/contract subject matter where feasible.)</i>			
15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
<i>(Signature of person authorized to sign)</i>		<i>(Signature of Contracting Officer)</i>	

Item 14. Continued.

CHANGES TO PROPOSAL RECEIPT DATE

1. Standard Form 1442, First Page, Item No. 13.A.- In the second line, the bid opening date is reinstated to "16 May, 2000." Replace the existing SF 1442 form, pages 1 and 2, with the accompanying new form SF 1442.

CHANGES TO THE COVER

2. Replace the cover with the accompanying new cover, bearing the notation "ACCOMPANYING AMENDMENT NO. 0003 TO SOLICITATION NO. DACA63-00-B-0016."

CHANGES TO THE BIDDING SCHEDULE

3. Bidding Schedule: Replace the Bidding Schedule, including the notes, pages 00010-1 and 00010-24, with the accompanying new Bidding Schedule and Notes, each page bearing the notation "ACCOMPANYING AMENDMENT NO. 0003 TO DACA63-00-B-0016."

CHANGES TO SECTION 00100, BIDDING SCHEDULE/INSTRUCTIONS TO BIDDERS

4. Page 00100-5, Clause 52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995).- In subparagraph (b), change the site visit address to:

Fort Polk Resident Office
ATTN: CESWF-RO-FP
PO Drawer 3919 (Ofc location: Bldg 4740, 2315 Service Command Loop)
Fort Polk, LA 71459-0919
Telephone: 318-531-2933
Fax: 318-531-2560

CHANGES TO SECTION 00700, CONTRACT CLAUSES

5. Section 00700.- Replace this section with the accompanying new section 00700 CONTRACT CLAUSES bearing the notation "ACCOMPANYING AMENDMENT NO. 0003 TO DACA63-00-B-0016."

CHANGES TO SECTION 00710, WAGE RATES

6. Wage Rates.- Replace wage rate pages 00710-1 through 00710-8 with the attached pages 00710-1 through 00710-10, each page bearing the notation "ACCOMPANYING AMENDMENT NO. 0003 TO SOLICITATION NO. DACA63-00-B-0016."

CHANGES TO SECTION 00800, SPECIAL CONTRACT REQUIREMENTS


7. Section 00800.- Replace this section with the accompanying new section 00700 SPECIAL CONTRACT REQUIREMENTS bearing the notation "ACCOMPANYING AMENDMENT NO. 0003 TO DACA63-00-B-0016."

CHANGES TO THE SPECIFICATIONS

8. New Section - Add the following accompanying new section, bearing the notation "ACCOMPANYING AMENDMENT NO. 0003 TO SOLICITATION NO. DACA63-00-B-0016:"

01020 DESCRIPTIONS OF BID ITEMS AND DRAWING DETAILS

END OF AMENDMENT

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES
	IMPORTANT - The "offer" section on the reverse must be fully completed by the offeror.			
4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER		
7. ISSUED BY	CODE	8. ADDRESS OFFER TO		
9. FOR INFORMATION CALL 		A. NAME	B. TELEPHONE NUMBER <i>(Include area code) (NO COLLECT CALLS)</i>	

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS *(Title, identifying number, date):*

11. The Contractor shall begin performance within _____ calendar days and complete it within _____ calendar days after receiving
☐ award, ☐ notice to proceed. This performance period is ☐ mandatory, ☐ negotiable. *(See _____.)*

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE PAYMENT BONDS?

(If "YES," indicate within how many calendar days after award in Item 12B.)

☐ YES ☐ NO

12B. CALENDAR DAYS

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ *(hour)*
 local time _____ *(date)*. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes
 containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☐ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than _____ calendar days for Government acceptance after the date offers are due will not be considered and will
 be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NUMBER (Include area code)

16. REMITTANCE ADDRESS (Include only if different than Item 14)

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal or greater than the minimum requirement stated in 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS 

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐

10 U.S.C. 2304(c) ()

☐

41 U.S.C. 253(c) ()

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐

28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to the issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐

29. AWARD. (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN
(Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY



SOLICITATION NO. DACA63-00-B-0016
DATE: MARCH 2000

**US Army Corps
of Engineers**

Fort Worth District

FREESE AND NICHOLS, INC.

FORT WORTH, TEXAS

FORT POLK, LOUISIANA

SPECIFICATIONS

FOR

[AM#3]

INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT
FOR ROAD AND DRAINAGE REQUIREMENT

NOTE

THIS IS AN UNRESTRICTED SOLICITATION

**INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT FOR ROAD AND DRAINAGE
FORT POLK, LOUISIANA**

BIDDING SCHEDULE
(To be attached to SF 1442)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EST. EXTENDED AMOUNT
0001 AM# 0003	Storm Water Pollution Plan Per Task Order (DO NOT INCLUDE PRICE IN BID SCHEDULE)	*****	***	*****	*****
0002	Earth Berms	250	LM	_____	_____
0003	Install and Remove Hay Bales	250	EA	_____	_____
0004	Sediment Basins	100	EA	_____	_____
0005	Dust Control	100	HR	_____	_____
0006	Temporary Mulch	10	HA	_____	_____
0007	Survey Crew	150	HR	_____	_____
0008	Remove Concrete Curb	20	LM	_____	_____
0009	Remove Concrete Curb & Gutter	11	LM	_____	_____
0010	Miscellaneous Sawcut Concrete Pavement	15	LM	_____	_____
0011	Miscellaneous Sawcut Asphalt Pavement	8	LM	_____	_____
0012	Remove Concrete Pavement (25 - 254mm)	100	SM	_____	_____
0013	Remove Asphalt Pavement (25 - 254mm)	99	SM	_____	_____
0014	Remove Concrete/Masonry Structures	14	CM	_____	_____
0015	Perform Bush Hogging	279	HA	_____	_____
0016	Remove Concrete Sidewalk	210	SM	_____	_____
0017	Remove Concrete Driveway	100	SM	_____	_____
0018	Remove Storm Sewer (305 - 457mm)	5	LM	_____	_____
0019	Remove Storm Sewer (610 - 914mm)	21	LM	_____	_____

**INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT FOR ROAD AND DRAINAGE
FORT POLK, LOUISIANA**

BIDDING SCHEDULE
(To be attached to SF 1442)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EST. EXTENDED AMOUNT
0020	Remove Existing Tree Stump	8	EA		
0021	Remove 10 or less Trees < 152mm	10	EA		
0022	Remove 10 or less Trees \geq 152mm but < 305mm	10	EA		
0023	Remove 10 or less Trees \geq 305mm but < 610mm	10	EA		
0024	Remove 10 or less Trees \geq 610mm but < 914mm	10	EA		
0025	Remove 10 or less Trees Near Structure < 152mm	10	EA		
0026	Remove 10 or less Trees Near Structure \geq 152mm but < 305mm	10	EA		
0027	Remove between 11 to 20 Trees < 152mm	40	EA		
0028	Remove between 11 to 20 Trees \geq 152mm but < 305mm	40	EA		
0029	Remove between 11 to 20 Trees \geq 305mm but < 610mm	40	EA		
0030	Remove between 11 to 20 Trees \geq 610mm but < 914mm	40	EA		
0031	Remove between 11 to 20 Trees Near Structure < 152mm	40	EA		
0032	Remove between 11 to 20 Trees Near Structure \geq 152mm but < 305mm	40	EA		
0033	Remove between 21 to 50 Trees < 152mm	100	EA		
0034	Remove between 21 to 50 Trees \geq 152mm but < 305mm	100	EA		
0035	Remove between 21 to 50 Trees \geq 305mm but < 610mm	100	EA		

ACCOMPANYING AMENDMENT NO. 0003 TO DACA63-00-B-0016

INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT FOR ROAD AND DRAINAGE
FORT POLK, LOUISIANA

BIDDING SCHEDULE
(To be attached to SF 1442)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EST. EXTENDED AMOUNT
0036	Remove between 21 to 50 Trees \geq 610mm but < 914mm	100	EA		
0037	Remove between 21 to 50 Trees Near Structure < 152mm	100	EA		
0038	Remove between 21 to 50 Trees Near Structure \geq 152mm but < 305mm	100	EA		
0039	Clearing and Grubbing - Burning Allowed	100	HA		
0040	Clearing and Grubbing - Offsite Removal	100	HA		
0041	Clearing and Grubbing - for New Roads (Lay outside of R.O.W.)	100	HA		
0042	Remove Shrub	100	EA		
0043	Perform General Site Excavation with Cut/Fill Balance	2000	CM		
0044	Place Select Backfill from offsite borrow source	2000	CM		
0045	Offsite Disposal of Excess Excavated Material	4000	CM		
0046	Desilt Existing Storm Sewer and Structures	80	SM		
0047	Install Geotextiles for Erosion Control	100	SM		
0048	Install Soil Retention Blanket for Erosion Control	200	SM		
0049	Install Geogrid GB 265 for Soil Stabilization	100	SM		
0050	Install Geogrid GB 350 for Soil Stabilization	100	SM		
0051	Install Geogrid GU 570 for Soil Stabilization	100	SM		
AM# 0003					

**INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT FOR ROAD AND DRAINAGE
FORT POLK, LOUISIANA**

BIDDING SCHEDULE
(To be attached to SF 1442)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EST. EXTENDED AMOUNT
0052 AM# 0003	Install Geogrid GU 950 for Soil Stabilization	100	SM		
0053 AM# 0003	Install Geogrid GU 1900 for Soil Stabilization	100	SM		
0054 AM# 0003	Install Geogrid GU 2500 for Soil Stabilization	100	SM		
0055	Construct Type A Inlet	25	EA		
0056	Construct Type B Inlet	10	EA		
0057	Construct Type BB Inlet	10	EA		
0058	Construct Type C-1 Inlet	8	EA		
0059	Construct Type C-2 Inlet	10	EA		
0060	Construct Type C-3 Inlet	10	EA		
0061	Construct Type C-4 Inlet	10	EA		
0062	Construct Type C-5 Inlet	10	EA		
0063	Construct Type C-6 Inlet	10	EA		
0064	Construct Type D Inlet	10	EA		
0065	Construct Type A Beehive Inlet	1	EA		
0066	Construct Type B Beehive Inlet	1	EA		
0067	Construct Type C Beehive Inlet	1	EA		
0068	Construct Concrete Headwall (305 - 457mm Pipe)	10	EA		
0069	Construct Concrete Headwall (610 - 762mm Pipe)	5	EA		
0070	Construct Concrete Headwall (914 - 1219mm Pipe)	5	EA		

**INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT FOR ROAD AND DRAINAGE
FORT POLK, LOUISIANA**

BIDDING SCHEDULE
(To be attached to SF 1442)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EST. EXTENDED AMOUNT
0071	Construct Ditch/Swale Inlet Structure	10	EA		
0072	Construct Backslope Interceptor Structure	1	EA		
0073	Construct Concrete Manhole (0 - 1.5M depth)	10	EA		
0074	Construct Concrete Manhole (1.5 - 2.4M depth)	10	EA		
0075	Construct Manhole Extra Depth (over 203mm)	1	VM		
0076	Install Manhole Frame and Cover	1	EA		
0077	Install Inlet Frame and Grate	1	EA		
0078	Adjust Inlet Ring and Grate to New Grade	1	EA		
0079	Adjust Manhole Ring and Lid to New Grade	1	EA		
0080	Install 305mm RCP (0 - 1.8M Cut in Satisfactory Soil)	100	LM		
0081	Install 381mm RCP (0 - 1.8M Cut in Satisfactory Soil)	100	LM		
0082	Install 457mm RCP (0 - 1.8M Cut in Satisfactory Soil)	100	LM		
0083	Install 533mm RCP (0 - 1.8M Cut in Satisfactory Soil)	100	LM		
0084	Install 610mm RCP (0 - 1.8M Cut in Satisfactory Soil)	100	LM		
0085	Install 686mm RCP (0 - 1.8M Cut in Satisfactory Soil)	100	LM		
0086	Install 762mm RCP (0 - 1.8M Cut in Satisfactory Soil)	100	LM		

**INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT FOR ROAD AND DRAINAGE
FORT POLK, LOUISIANA**

BIDDING SCHEDULE
(To be attached to SF 1442)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EST. EXTENDED AMOUNT
0087	Install 838mm RCP (0 - 1.8M Cut in Satisfactory Soil)	100	LM		
0088	Install 914mm RCP (0 - 1.8M Cut in Satisfactory Soil)	100	LM		
0089	Install 991mm RCP (0 - 1.8M Cut in Satisfactory Soil)	100	LM		
0090	Install 1067mm RCP (0 - 1.8M Cut in Satisfactory Soil)	100	LM		
0091	Install 1143mm RCP (0 - 1.8M Cut in Satisfactory Soil)	100	LM		
0092	Install 1219mm RCP (0 - 1.8M Cut in Satisfactory Soil)	100	LM		
0093	Install 305mm RCP (1.8 - 3.7M Cut in Satisfactory Soil)	100	LM		
0094	Install 381mm RCP (1.8 - 3.7M Cut in Satisfactory Soil)	100	LM		
0095	Install 457mm RCP (1.8 - 3.7M Cut in Satisfactory Soil)	100	LM		
0096	Install 533mm RCP (1.8 - 3.7M Cut in Satisfactory Soil)	100	LM		
0097	Install 610mm RCP (1.8 - 3.7M Cut in Satisfactory Soil)	100	LM		
0098	Install 686mm RCP (1.8 - 3.7M Cut in Satisfactory Soil)	100	LM		
0099	Install 762mm RCP (1.8 - 3.7M Cut in Satisfactory Soil)	100	LM		
0100	Install 838mm RCP (1.8 - 3.7M Cut in Satisfactory Soil)	100	LM		
0101	Install 914mm RCP (1.8 - 3.7M Cut in Satisfactory Soil)	100	LM		

**INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT FOR ROAD AND DRAINAGE
FORT POLK, LOUISIANA**

BIDDING SCHEDULE
(To be attached to SF 1442)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EST. EXTENDED AMOUNT
0102	Install 991mm RCP (1.8 - 3.7M Cut in Satisfactory Soil)	100	LM		
0103	Install 1067mm RCP (1.8 - 3.7M Cut in Satisfactory Soil)	100	LM		
0104	Install 1143mm RCP (1.8 - 3.7M Cut in Satisfactory Soil)	100	LM		
0105	Install 1219mm RCP (1.8 - 3.7M Cut in Satisfactory Soil)	100	LM		
0106	Install 305mm RCP (3.7 - 6.1M Cut in Satisfactory Soil)	100	LM		
0107	Install 381mm RCP (3.7 - 6.1M Cut in Satisfactory Soil)	100	LM		
0108	Install 457mm RCP (3.7 - 6.1M Cut in Satisfactory Soil)	100	LM		
0109	Install 533mm RCP (3.7 - 6.1M Cut in Satisfactory Soil)	100	LM		
0110	Install 610mm RCP (3.7 - 6.1M Cut in Satisfactory Soil)	100	LM		
0111	Install 686mm RCP (3.7 - 6.1M Cut in Satisfactory Soil)	100	LM		
0112	Install 762mm RCP (3.7 - 6.1M Cut in Satisfactory Soil)	100	LM		
0113	Install 838mm RCP (3.7 - 6.1M Cut in Satisfactory Soil)	100	LM		
0114	Install 914mm RCP (3.7 - 6.1M Cut in Satisfactory Soil)	100	LM		
0115	Install 991mm RCP (3.7 - 6.1M Cut in Satisfactory Soil)	100	LM		
0116	Install 1067mm RCP (3.7 - 6.1M Cut in Satisfactory Soil)	100	LM		

**INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT FOR ROAD AND DRAINAGE
FORT POLK, LOUISIANA**

BIDDING SCHEDULE
(To be attached to SF 1442)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EST. EXTENDED AMOUNT
0117	Install 1143mm RCP (3.7 - 6.1M Cut in Satisfactory Soil)	100	LM		
0118	Install 1219mm RCP (3.7 - 6.1M Cut in Satisfactory Soil)	100	LM		
0119	Install 305mm RCP (0 - 1.8M Cut in Unsatisfactory Soil)	100	LM		
0120	Install 381mm RCP (0 - 1.8M Cut in Unsatisfactory Soil)	100	LM		
0121	Install 457mm RCP (0 - 1.8M Cut in Unsatisfactory Soil)	100	LM		
0122	Install 533mm RCP (0 - 1.8M Cut in Unsatisfactory Soil)	100	LM		
0123	Install 610mm RCP (0 - 1.8M Cut in Unsatisfactory Soil)	100	LM		
0124	Install 686mm RCP (0 - 1.8M Cut in Unsatisfactory Soil)	100	LM		
0125	Install 762mm RCP (0 - 1.8M Cut in Unsatisfactory Soil)	100	LM		
0126	Install 838mm RCP (0 - 1.8M Cut in Unsatisfactory Soil)	100	LM		
0127	Install 914mm RCP (0 - 1.8M Cut in Unsatisfactory Soil)	100	LM		
0128	Install 991mm RCP (0 - 1.8M Cut in Unsatisfactory Soil)	100	LM		
0129	Install 1067mm RCP (0 - 1.8M Cut in Unsatisfactory Soil)	100	LM		
0130	Install 1143mm RCP (0 - 1.8M Cut in Unsatisfactory Soil)	100	LM		
0131	Install 1219mm RCP (0 - 1.8M Cut in Unsatisfactory Soil)	100	LM		

**INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT FOR ROAD AND DRAINAGE
FORT POLK, LOUISIANA**

BIDDING SCHEDULE
(To be attached to SF 1442)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EST. EXTENDED AMOUNT
0132	Install 305mm RCP (1.8 - 3.7M Cut in Unsatisfactory Soil)	100	LM		
0133	Install 381mm RCP (1.8 - 3.7M Cut in Unsatisfactory Soil)	100	LM		
0134	Install 457mm RCP (1.8 - 3.7M Cut in Unsatisfactory Soil)	100	LM		
0135	Install 533mm RCP (1.8 - 3.7M Cut in Unsatisfactory Soil)	100	LM		
0136	Install 610mm RCP (1.8 - 3.7M Cut in Unsatisfactory Soil)	100	LM		
0137	Install 686mm RCP (1.8 - 3.7M Cut in Unsatisfactory Soil)	100	LM		
0138	Install 762mm RCP (1.8 - 3.7M Cut in Unsatisfactory Soil)	100	LM		
0139	Install 838mm RCP (1.8 - 3.7M Cut in Unsatisfactory Soil)	100	LM		
0140	Install 914mm RCP (1.8 - 3.7M Cut in Unsatisfactory Soil)	100	LM		
0141	Install 991mm RCP (1.8 - 3.7M Cut in Unsatisfactory Soil)	100	LM		
0142	Install 1067mm RCP (1.8 - 3.7M Cut in Unsatisfactory Soil)	100	LM		
0143	Install 1143mm RCP (1.8 - 3.7M Cut in Unsatisfactory Soil)	100	LM		
0144	Install 1219mm RCP (1.8 - 3.7M Cut in Unsatisfactory Soil)	100	LM		
0145	Install 305mm RCP (3.7 - 6.1M Cut in Unsatisfactory Soil)	100	LM		
0146	Install 381mm RCP (3.7 - 6.1M Cut in Unsatisfactory Soil)	100	LM		

**INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT FOR ROAD AND DRAINAGE
FORT POLK, LOUISIANA**

BIDDING SCHEDULE
(To be attached to SF 1442)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EST. EXTENDED AMOUNT
0147	Install 457mm RCP (3.7 - 6.1M Cut in Unsatisfactory Soil)	100	LM		
0148	Install 533mm RCP (3.7 - 6.1M Cut in Unsatisfactory Soil)	100	LM		
0149	Install 610mm RCP (3.7 - 6.1M Cut in Unsatisfactory Soil)	100	LM		
0150	Install 686mm RCP (3.7 - 6.1M Cut in Unsatisfactory Soil)	100	LM		
0151	Install 762mm RCP (3.7 - 6.1M Cut in Unsatisfactory Soil)	100	LM		
0152	Install 838mm RCP (3.7 - 6.1M Cut in Unsatisfactory Soil)	100	LM		
0153	Install 914mm RCP (3.7 - 6.1M Cut in Unsatisfactory Soil)	100	LM		
0154	Install 991mm RCP (3.7 - 6.1M Cut in Unsatisfactory Soil)	100	LM		
0155	Install 1067mm RCP (3.7 - 6.1M Cut in Unsatisfactory Soil)	100	LM		
0156	Install 1143mm RCP (3.7 - 6.1M Cut in Unsatisfactory Soil)	100	LM		
0157	Install 1219mm RCP (3.7 - 6.1 M Cut in Unsatisfactory Soil)	100	LM		
0158	Install 102 - 254mm PVC Pipe (0 - 1.8M Cut)	70	LM		
0159	Install 305 - 457mm PVC Pipe (0 - 1.8M Cut)	112	LM		
0160	Install 610mm PVC Pipe (0 - 1.8M Cut)	100	LM		
0161	Install 102 -254mm PVC Pipe (1.8 - 3.7M Cut)	100	LM		

**INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT FOR ROAD AND DRAINAGE
FORT POLK, LOUISIANA**

BIDDING SCHEDULE
(To be attached to SF 1442)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EST. EXTENDED AMOUNT
0162	Install 305 - 457mm PVC Pipe (1.8 - 3.7M Cut)	65	LM		
0163	Install 610mm PVC Pipe (1.8 - 3.7M Cut)	100	LM		
0164	Auger 102 - 254mm PVC Pipe (0 - 3.7M Auger Depth)	100	LM		
0165	Auger 305 - 457mm PVC Pipe (0 - 3.7M Auger Depth)	100	LM		
0166	Auger 610mm PVC Pipe (0 - 3.7M Auger Depth)	100	LM		
0167	Bore and Jack 305mm RCP (0 - 3.7M Depth)	100	LM		
0168	Bore and Jack 457mm RCP (0 - 3.7M Depth)	100	LM		
0169	Bore and Jack 610mm RCP (0 - 3.7M Depth)	100	LM		
0170	Repair Asphaltic Concrete Pavement	297	SM		
0171	Place less than 4180 SM Asphaltic Concrete Pavement (51mm)	1000	SM		
0172	Place between 4180 & 8360 SM Asphaltic Concrete Pavement (51mm)	2000	SM		
0173	Place between 8361 & 16720 SM Asphaltic Concrete Pavement (51mm)	3000	SM		
0174	Install Reinforced Concrete Curb and Gutter	14	LM		
0175	Repair Reinforced Concrete Pavement	20	SM		
0176	Construct Reinforced Concrete Pavement (152mm)	20	SM		
0177	Construct Reinforced Concrete Pavement (203mm)	20	SM		

**INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT FOR ROAD AND DRAINAGE
FORT POLK, LOUISIANA**

BIDDING SCHEDULE
(To be attached to SF 1442)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EST. EXTENDED AMOUNT
0178	Construct Reinforced Concrete Pavement (254mm)	20	SM		
0179	Construct Reinforced Concrete Sidewalk	225	SM		
0180	Construct Sidewalk Underdrain and Cover	1	EA		
0181	Construct Concrete Swale - Type A	4	LM		
0182	Construct Concrete Swale - Type B	60	SM		
0183	Construct Grass Swale	180	LM		
0184	Construct Concrete Trapezoidal Ditch	100	SM		
0185	Construct Grass Trapezoidal Ditch	100	SM		
0186	Place less than 4180 SM of Topsoil	2000	SM		
0187	Place between 4180 & 8360 SM of Topsoil	1000	SM		
0188	Place between 8361 & 16722 SM of Topsoil	2000	SM		
0189	Place less than 4180 SM of Hydromulch Seeding	2000	SM		
0190	Place between 4180 & 8360 SM of Hydromulch Seeding	5000	SM		
0191	Place between 8361 & 16722 SM of Hydromulch Seeding	10000	SM		
0192	Place less than 4180 SM for Establishment of Turf	2000	SM		
0193	Place between 4180 & 8360 SM for Establishment of Turf	5000	SM		
0194	Place between 8361 & 16722 SM for Establishment of Turf	10000	SM		

**INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT FOR ROAD AND DRAINAGE
FORT POLK, LOUISIANA**

BIDDING SCHEDULE
(To be attached to SF 1442)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EST. EXTENDED AMOUNT
0195	Place ≤ 836 SM of Solid Sodding	100	SM		
0196	Place > 836 SM of Solid Sodding	1000	SM		
0197	Point Repair Storm Sewer (305 - 610mm)	4	EA		
0198	Point Repair Storm Sewer (762 - 1372mm)	5	EA		
0199	Remove Chain Link Fence	1000	LM		
0200	Install Chain Link Fence	1000	LM		
0201	Install Chain Link Fence and Concrete Curb	1000	LM		
0202	Remove Wooden Fence	70	LM		
0203	Install Wooden Fence	5	LM		
0204	Install Wooden Fence and Concrete Curb	500	LM		
0205	Construct Type A Retaining Wall	500	LM		
0206	Construct Type A Retaining Wall and Chain Link Fence	200	LM		
0207	Construct Type A Retaining Wall and Wood Fence	200	LM		
0208	Construct Type B Retaining Wall and Chain Link Fence	200	LM		
0209	Construct Type B Retaining Wall and Wood Fence	200	LM		
0210	Construct Type C Retaining Wall and Chain Link Fence	200	LM		
0211	Construct Type D1 Retaining Wall	1000	LM		
0212	Construct Type D2 Retaining Wall	1000	LM		

**INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT FOR ROAD AND DRAINAGE
FORT POLK, LOUISIANA**

BIDDING SCHEDULE
(To be attached to SF 1442)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EST. EXTENDED AMOUNT
0213	Construct Type D3 Retaining Wall	100	LM		
0214	Construct Type E Retaining Wall at Offset Floor Slabs	10	LM		
0215	Construct Drilled Shafts (305mm diameter)	10	VM		
0216	Construct Drilled Shafts (457mm diameter)	10	VM		
0217	Construct Drilled Shafts (610mm diameter)	10	VM		
0218	Place Rip Rap	175	CM		
0219	Place Flexible Concrete Revetment	500	SM		
0220	Construct Reinforced Concrete Slope Paving (101mm)	10	SM		
0221	Seal Cracks in Existing Concrete Structures	10	LM		
0222	Install Welded Steel Handrail	10	LM		
0223	Place Miscellaneous Steel Reinforcing	238	KG		
0224	Place Miscellaneous Structural Concrete	2	CM		
0225	Adjust Sanitary Sewer Cleanout to Grade	6	EA		
0226	Install Sanitary Sewer Service Line	12	LM		
0227	Install Water Service Line (19mm - 38mm)	100	LM		
0228	Install Water Service Line (51mm - 101mm)	1	LM		
0229	Install Gas Service Line (13mm - 25mm)	100	LM		

**INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT FOR ROAD AND DRAINAGE
FORT POLK, LOUISIANA**

BIDDING SCHEDULE
(To be attached to SF 1442)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EST. EXTENDED AMOUNT
0230	Install Gas Service Line (31mm - 51mm)	100	LM		
0231	Place Splash Block	20	EA		
0232	Plant Tree - Type A	5	EA		
0233	Plant Tree - Type B	5	EA		
0234	Plant Tree - Type C	5	EA		
0235	Plant Tree - Type D	5	EA		
0236	Plant Tree - Type E	5	EA		
0237	Plant Tree - Type F	5	EA		
0238	Remove and Transplant Tree w/1015mm Tree Spade	1	EA		
0239	Remove and Transplant Tree w/1524mm Tree Spade	1	EA		
0240	Remove and Transplant Tree w/2286mm Tree Spade	1	EA		
0241	Plant Shrub - Type A	5	EA		
0242	Plant Shrub - Type B	5	EA		
0243	Plant Shrub - Type C	5	EA		
0244	Plant Shrub - Type D	5	EA		
0245	Remove and Reinstall Playground Equipment	2	EA		
ROAD CONSTRUCTION					
0246	150mm Depth Gravel Road Surface Course	10000	SM		
0247	150mm Depth Glauconite Road Surface Course	50000	SM		

**INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT FOR ROAD AND DRAINAGE
FORT POLK, LOUISIANA**

BIDDING SCHEDULE
(To be attached to SF 1442)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EST. EXTENDED AMOUNT
0248	150mm Depth Aggregate Road Surface Course	50000	SM		
0249	Separation/Filtration Geotextile Material	1000	SM		
0250	250mm Process Depth for Fine Grained Subgrade Material	10000	SM		
0251	450mm Process Depth for Course Grained Subgrade Material	10000	SM		
0252	250mm Process Subgrade Depth with 3-percent Lime by Weight	10000	SM		
0253	450mm Process Subgrade Depth with 3-percent Lime by Weight	10000	SM		
0254	200mm Process Subgrade Depth with 6-percent Portland Cement	10000	SM		
0255	250mm Process Subgrade Depth with 6-percent Portland Cement	10000	SM		
0256	450mm Process Subgrade Depth with 6-percent Portland Cement	10000	SM		
0257	Proof Rolling	5	HA		
0258	Earthwork for Typical Roadways with Cut/Fill Balance	5	KM		
0259	Earthwork for Overtopping roadway Section with Cut/Fill Balance	4	KM		
0260	Fill material from onsite borrow area 1.6 to 4.8 KM haul	1000	CM		
0261	Fill material from onsite borrow area 4.8 to 8.0 KM haul	1000	CM		
0262	Fill Material from Offsite Borrow Pit	1000	CM		
0263	Overexcavate soft material and backfill with 600mm depth crushed rock	1000	SM		

**INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT FOR ROAD AND DRAINAGE
FORT POLK, LOUISIANA**

BIDDING SCHEDULE
(To be attached to SF 1442)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EST. EXTENDED AMOUNT
0264	300mm Depth Concrete for Turning Pad or Hardened Bottom	1000	SM	_____	_____
0265	450mm Depth Concrete Toe for Hardened Bottom Section	100	LM	_____	_____
0266	150mm Depth Crushed Rock Base for Concrete Pavement	50	SM	_____	_____
0267	Guard Posts	50	EA	_____	_____
0268	Stream Gages	10	EA	_____	_____
0269	Silt Fences	100	LM	_____	_____
0270	Traffic Signs	10	EA	_____	_____
0271	Culvert Headwall for 2-472mm Pipe	10	EA	_____	_____
0272	Culvert Headwall for 2-610mm Pipe	10	EA	_____	_____
0273	Culvert Headwall for 2-914mm Pipe	10	EA	_____	_____
0274	Culvert Headwall for 2-1220mm Pipe	10	EA	_____	_____
0275	Culvert Headwall for 2-1524mm Pipe	10	EA	_____	_____
0276	Cast In Place Reinforced Concrete Multiple Box Culverts 4m Maximum Fill	10	CM	_____	_____
0277	Cast In Place Reinforced Concrete Multiple Box Culverts 7m Maximum Fill	50	CM	_____	_____
0278	Cast in Place Reinforced Concrete Single Box Culverts 9m Maximum Fill	50	CM	_____	_____
0279	Cast In Place Reinforced Concrete Box Culvert Flared Wings	10	CM	_____	_____
0280	450mm Crushed Rock Bedding for Box Culverts	100	SM	_____	_____
0281	3000x1500mm Precast Box Culvert 0.6 M Fill	20	LM	_____	_____

**INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT FOR ROAD AND DRAINAGE
FORT POLK, LOUISIANA**

BIDDING SCHEDULE
(To be attached to SF 1442)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EST. EXTENDED AMOUNT
0282	3000x2100mm Precast Box Culvert 0.6 M Fill	20	LM		
0283	3000x2700mm Precast Box Culvert 0.6 M Fill	20	LM		
0284	3000x1500mm Precast Box Culvert 2.4 M Fill	20	LM		
0285	3000x2100mm Precast Box Culvert 2.4 M Fill	20	LM		
0286	3000x2700mm Precast Box Culvert 2.4 M Fill	20	LM		
ROAD MAINTENANCE					
0287	Grading of Existing Roads (5.5 to 7.3 M width)	10	KM		
0288	Grading of Road Ditches (up to 5 M width)	10	KM		
0289	472mm Corrugated Metal Culvert Pipe - 6M Joint	5	EA		
0290	610mm Corrugated Metal Culvert Pipe - 6M Joint	5	EA		
0291	914mm Corrugated Metal Culvert Pipe - 6M Joint	5	EA		
0292	1220mm Corrugated Metal Culvert Pipe - 6M Joint	5	EA		
0293	1524mm Corrugated Metal Culvert Pipe - 6M Joint	5	EA		
0294	1828mm Corrugated Metal Culvert Pipe - 6M Joint	5	EA		
0295	2134mm Corrugated Metal Culvert Pipe - 6M Joint	5	EA		

**INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT FOR ROAD AND DRAINAGE
FORT POLK, LOUISIANA**

BIDDING SCHEDULE
(To be attached to SF 1442)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EST. EXTENDED AMOUNT
0296	2438mm Corrugated Metal Culvert Pipe - 6M Joint	5	EA	_____	_____
0297	3048mm Corrugated Metal Culvert Pipe - 6M Joint	5	EA	_____	_____
0298	472mm Corrugated Metal Culvert Pipe - 9M Joint	5	EA	_____	_____
0299	610mm Corrugated Metal Culvert Pipe - 9M Joint	5	EA	_____	_____
0300	914mm Corrugated Metal Culvert Pipe - 9M Joint	5	EA	_____	_____
0301	1220mm Corrugated Metal Culvert Pipe - 9M Joint	5	EA	_____	_____
0302	1524mm Corrugated Metal Culvert Pipe - 9M Joint	5	EA	_____	_____
0303	1828mm Corrugated Metal Culvert Pipe - 9M Joint	5	EA	_____	_____
0304	2134mm Corrugated Metal Culvert Pipe - 9M Joint	5	EA	_____	_____
0305	2438mm Corrugated Metal Culvert Pipe - 9M Joint	5	EA	_____	_____
0306	3048mm Corrugated Metal Culvert Pipe - 9M Joint	5	EA	_____	_____
0307	472mm Corrugated Metal Culvert Pipe -12M Joint	5	EA	_____	_____
0308	610mm Corrugated Metal Culvert Pipe -12M Joint	5	EA	_____	_____
0309	914mm Corrugated Metal Culvert Pipe -12M Joint	5	EA	_____	_____
0310	1220mm Corrugated Metal Culvert Pipe - 12M Joint	5	EA	_____	_____

**INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT FOR ROAD AND DRAINAGE
FORT POLK, LOUISIANA**

BIDDING SCHEDULE
(To be attached to SF 1442)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EST. EXTENDED AMOUNT
0311	1524mm Corrugated Metal Culvert Pipe - 12M Joint	5	EA		
0312	1828mm Corrugated Metal Culvert Pipe - 12M Joint	5	EA		
0313	2134mm Corrugated Metal Culvert Pipe - 12M Joint	5	EA		
0314	2438mm Corrugated Metal Culvert Pipe - 12M Joint	5	EA		
0315	3048mm Corrugated Metal Culvert Pipe - 12M Joint	5	EA		
0316	153mm Corrugated Polyethylene Culvert Pipe	20	LM		
0317	305mm Corrugated Polyethylene Culvert Pipe	20	LM		
0318	457mm Corrugated Polyethylene Culvert Pipe	20	LM		
0319	4-Strand Barb Wire Fence	100	LM		
0320	Install 7 Foot Chain Link Security Fence W/3 Strands Barbed Wire	1000	LM		
0321	Install 6 Foot Chain Link Security Fence W/3 Strands Barbed Wire	1000	LM		
0322	7' Gates 4' to 8' Long	50	EA		
0323	6' Gates 4' to 8' Long	50	EA		
0324	7' Gates 8' to 12' Long	50	EA		
0325	6' Gates 8' to 12' Long	50	EA		
0326	7' Gates > 12' to 20' Long	25	EA		
0327	6' Gates > 12' to 20' Long	25	EA		

**INDEFINITE DELIVERY INDEFINITE QUANTITY CONTRACT FOR ROAD AND DRAINAGE
FORT POLK, LOUISIANA**

BIDDING SCHEDULE
(To be attached to SF 1442)

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EST. EXTENDED AMOUNT
0328	Additional Grounding	50	EA		
0329	Gate Keeper	50	EA		
0330	Rod and Lock Keeper	50	EA		
0331	Double Arm W/6 Strands of Barbed Wire	1000	LM		
0332	Concrete Cores (102mm x 305mm)	100	EA		
0333	Concrete Cores (203mm x 305mm)	100	EA		
0334	Tack Weld Support Arms to Fence Post	5000	LM		
0335	Concrete Wheel Stops	150	EA		
PERFORMANCE AND PAYMENT BONDING					
0336	Initial Bonding				
0336AA	Performance Bond - \$100,000 Payment Bond - \$50,000	1	LS	*****	
0336AB	Additional Bonding Per \$1,000 to be specified on each Task Order	1000	1K		
TOTAL BASE PERIOD BID (LINE ITEMS 0001 THRU 0336)					

BIDDING SCHEDULE NOTES

Solicitation No. DACA63-00-B-0016

BIDDING SCHEDULE (cont)

NOTES:

1. ARITHMETIC DISCREPANCIES (EFARS 14.407-2)

(a) For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies found on the face of the bidding schedule as submitted by bidders:

- (1) Obviously misplaced decimal points will be corrected;
- (2) In case of discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected; and
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the Government will proceed on the assumption that the bidder intends his bid to be evaluated on the basis of the unit prices, totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any ambiguity concerning which bid is low.

2. If a modification to a bid based on unit prices is submitted, which provides for a lump sum adjustment to the total estimated cost, the application of the lump sum adjustment to each unit price in the bid schedule must be stated. If it is not stated, the bidder agrees that the lump sum adjustment shall be applied on a pro rata basis to every unit price in the bid schedule.

3. Bidders must bid on all items.

4. Responders are advised that this requirement may be delayed, cancelled or revised at any time during the solicitation, selection, evaluation, negotiation and/or final award process based on decisions related to DOD changes in force structure and disposition of the Armed Forces.

5. For the purpose of this solicitation, the word "item" shall be considered to mean "schedule" as used in Provision 52.214-0019, CONTRACT AWARD--SEALED BIDDING--CONSTRUCTION, in Section 00100 INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS.

BIDDING SCHEDULE (cont)

NOTES: (cont)

6. ABBREVIATIONS

For the purpose of this solicitation, the units of measure are represented as follows:

- a. EA (each)
- b. LS (lump sum)
- c. mm (millimeters)
- d. LM (length in linear meters)
- e. HR Hour
- f. HA Hectare
- g. SM Square Meters
- h. CM Cubic Meters
- i. VM Vertical Meters
- j. KM Kilometers [AM#3]
- k. KG Kilograms [AM#3]

[AM#1]

7. EVALUATION OF OPTIONS USING ECONOMIC PRICE ADJUSTMENT FACTOR

Cost and price evaluation of proposals, for purposes of contract award, will be based upon the Base Period only (including the documentation provided to support the prices proposed for that period). By submitting a proposal on this solicitation, offeror agrees to be bound by the economic price adjustment factor for the Option Periods when they are exercised. (Explanation of calculation follows):

ECONOMIC PRICE ADJUSTMENT FACTOR FOR OPTION YEARS

Adjustment to the Base Period unit prices for all Option Periods will be in accordance with the following equation:

$$P \times f = P1$$

Where P1 - New Unit Price

P - Unit Price for Base Period of contract
f - Index Factor

The index factor, "T", is the Skilled Labor Index as published in the ENR Magazine under Skilled Labor Index Review. ENR Magazine was formerly called Engineering News Record. The Skilled Labor Index Review is published monthly. The change in the index will be applied to all labor rates specified in the Bid Schedule of the contract at the time the Option(s) is(are) exercised. Any Offeror who submits a proposal in response to this Invitation for Bid (IFB) agrees, by that submission, to

BIDDING SCHEDULE (cont)

NOTES: (cont)

be bound by this index. Example Calculation:

Base Period Contract awarded: February 1996
 Option Period exercised: November 1996
 Unit Price for Base Period was: \$1.50
 Skilled Labor Index (Feb 96): 5020
 Skilled Labor Index (Nov 96): 5141
 P = \$1.50

$$f = \frac{5141 \text{ (Date 2)}}{5020 \text{ (Date 1)}} = 1.024$$

$$\$1.50 \text{ (P)} \times 1.024 \text{ (f)} = \$1.54 \text{ (P1) per unit}$$

If the number was negative (-1.24), then the labor rates would be adjusted to show a decrease in the labor rate. Factor will be applied to all line items under the Base Period rates (for calculation of Option Period One rates) and all line items under the Option Period One rates (for calculation of Option Period Two rates). No new General Wage Decisions will be incorporated during the life of the contract, so construction wage rates will not be revised during the life of the contract except for adjusting relating to the Economic Price Adjustment Factor which governs the price if the contract for the Option Periods. However, service rates may be further revised (after the factor has been applied) if the Department of Labor issues revised Wage Rates Determinations that require an adjustment be made to the contract.

[AM#1]

8. OPTIONS: The Government reserves the right to exercise the option periods in the following ways:

- a. From the original twelve (12) months (base) period, followed by a period of twelve (12) months (Option Period 1).
- b. From the conclusion of the first twelve (12) months option period, followed by a second option period of twelve (12) months (Option Period 2), followed by a third option period of twelve (12) months (Option Period 3), and followed then by a fourth and final option period of twelve (12) months (Option Period 4).
- c. This will result in a base period with four (4) option periods, not-to-exceed sixty (60) months.

It should be noted that if the estimated maximum base period or option period contract amount is reached before the completion of the base period and/or option period, the Government reserves the right to exceed the estimated maximum base period and/or option period amount. However, the Government will not exceed the total contract not-to-exceed amount.

END OF BIDDING SCHEDULE

**SECTION 00700
CONTRACT CLAUSES**

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (OCT 1995) --ALTERNATE I (APR 1984)

(a) "Head of the agency" (also called "agency head") or "Secretary" means the Secretary (or Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, including any deputy or assistant chief official of the agency; and the term "authorized representative" means any person, persons, or board (other than the Contracting Officer) authorized to act for the head of the agency or Secretary.

(b) "Commercial component" means any component that is a commercial item.

(c) "Component" means any item supplied to the Federal Government as part of an end item or of another component.

(d) "Nondevelopmental item" means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (e)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (e)(1) or (e)(2) solely because the item is not yet in use.

(e) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(f) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

ACCOMPANYING AMENDMENT NO. 0003 TO DACA63-00-D-0016

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

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(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

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- (3) For cost-plus-award-fee contracts--
- (i) The base fee established in the contract at the time of contract award;
 - (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
- (4) For fixed-price-incentive contracts, the Government may--
- (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
 - (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
- (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.
- (End of clause)

**52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
(JUN 1997)**

- (a) Definitions.
- "Agency," as used in this clause, means executive agency as defined in 2.101.
- "Covered Federal action," as used in this clause, means any of the following Federal actions:
- (1) The awarding of any Federal contract.
 - (2) The making of any Federal grant.
 - (3) The making of any Federal loan.
 - (4) The entering into of any cooperative agreement.
 - (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- "Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.
- "Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.
- "Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.
- "Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:
- (1) An individual who is appointed to a position in the Government under title 5, United States Code, including a position under a temporary appointment.

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(2) A member of the uniformed services, as defined in subsection 101(3), title 37, United States Code.

(3) A special Government employee, as defined in section 202, title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State," as used in this clause, means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

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(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any

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covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

52.204-4 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (JUN 1996)

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20 percent postconsumer material.

(b) The 20 percent standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative to meeting the 20 percent postconsumer material standard is 50 percent recovered material content of certain industrial by-products.

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT. (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

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(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

AM #0003 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed/awarded task order, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than the time negotiated on each individual task order. The time stated for completion shall include final cleanup of the premises.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (APR 1984)

(a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, the Contractor shall pay to the Government as liquidated damages, for each day of contractor delay, as negotiated in each task order.

(b) If the Government terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the work together with any increased costs occasioned the Government in completing the work.

(c) If the Government does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

(End of clause)

52.211-13 TIME EXTENSIONS (APR 1984)

Notwithstanding any other provisions of this contract, it is mutually understood that the time extensions for changes in the work will depend upon the extent, if any, by which the changes cause delay in the completion of the various elements of construction. The change order granting the time extension may provide that the contract completion date will be extended only for those specific elements so delayed and that the remaining contract completion dates for all other portions of the work will not be altered and may further provide for an equitable readjustment of liquidated damages under the new completion schedule.

52.214-26 AUDIT AND RECORDS--SEALED BIDDING. (OCT 1997)

(a) As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with the pricing of any modification to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency

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of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the modification; or
- (4) Performance of the modification.

(c) Comptroller General. In the case of pricing any modification, the Comptroller General of the United States, or an authorized representative, shall have the same rights as specified in paragraph (b) of this clause.

(d) Availability. The Contractor shall make available at its office at all reasonable times the materials described in reproduction, until 3 years after final payment under this contract, or for any other period specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR). FAR Subpart 4.7, Contractor Records Retention, in effect on the date of this contract, is incorporated by reference in its entirety and made a part of this contract.

(1) If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement.

(2) Records pertaining to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to the performance of this contract shall be made available until disposition of such appeals, litigation, or claims.

(e) The Contractor shall insert a clause containing all the provisions of this clause, including this paragraph (e), in all subcontracts expected to exceed the threshold in FAR 15.403-4(a)(1) for submission of cost or pricing data.

52.214-27 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for the submission of cost or pricing data at FAR 15.403-4(a)(1), except that this clause does not apply to a modification if an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(b) If any price, including profit, negotiated in connection with any modification under this clause, was increased by any significant amount because

(1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data; or

(3) any of these parties furnished data of any description that were not accurate, the price shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) above.

(c) Any reduction in the contract price under paragraph (b) above due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which:

(1) the actual subcontract; or

(2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made:

(1) the Contractor agrees not to raise the following matters as a defense:

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(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted;

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer;

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract; or

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2) Except as prohibited by subdivision (d)(2)(ii) of this clause:

(i) an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if:

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the date of agreement on the price of the contract (or price of the modification) and that the data were not submitted before such date.

(ii) An offset shall not be allowed if:

(A) The understated data was known by the Contractor to be understated when the Certificate of Current Cost or Pricing Data was signed; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the date of agreement on price.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid:

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

(2) A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data which were incomplete, inaccurate, or noncurrent.

52.214-28 SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS - SEALED BIDDING. (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall:

(1) become operative only for any modification to this contract involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at (FAR) 48 CFR 15.403-4(a)(1); and

(2) be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modifications involving aggregate increases and/or decreases in costs, plus applicable profits, expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1), the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1(b) applies.

(1) Based on adequate price competition;

(2) Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

(3) Set by law or regulation.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in subsection 15.406-2 of the Federal Acquisition Regulation that, to the best of its knowledge and belief,

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the data submitted under paragraph (b) above were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that, when entered into, exceeds the threshold for submission of cost or pricing data at FAR 15.403-4(a)(1).

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through date of contract expiration.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$1,000,000;

(2) Any order for a combination of items in excess of \$1,000,000; or

(3) A series of orders from the same ordering office within ten (10) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten (10) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

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a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders placed and described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government the supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

<p>(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.</p> <p>(e) If the Government urgently requires delivery of any item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.</p> <p>(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the last delivery date of the last task order issued.</p> <p>(End of clause)</p>

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except--

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

{time} Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

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(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999)

(a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract (1) Small business concern means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(2) HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(3) Small business concern owned and controlled by socially and economically disadvantaged individuals and small disadvantaged business concern mean a small business concern that represents, as part of its offer that--

(i) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;

(ii) No material change in disadvantaged ownership and control has occurred since its certification;

(iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

(4) Small business concern owned and controlled by women means a small business concern--

(i) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business

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concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

(End of clause)

52.219-9 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1999)--ALTERNATE I (JAN 1999).

(a) This clause does not apply to small business concerns.

(b) "Commercial product," as used in this clause, means a product in regular production that is sold in substantial quantities to the general public and/or industry at established catalog or market prices. It also means a product which, in the opinion of the Contracting Officer, differs only insignificantly from the Contractor's commercial product.

"Subcontract," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The apparent low bidder, upon request by the Contracting Officer, shall submit a subcontracting plan, where applicable, that separately addresses subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the bidder is submitting an individual contract plan, the plan must separately address subcontracting with small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be submitted within the time specified by the Contracting Officer. Failure to submit the subcontracting plan shall make the bidder ineligible for the award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

- (i) Total dollars planned to be subcontracted;
- (ii) Total dollars planned to be subcontracted to small business concerns;
- (iii) Total dollars planned to be subcontracted to HUBZone small business concerns;
- (iv) Total dollars planned to be subcontracted to small disadvantaged business concerns; and
- (v) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

- (i) Small business concerns;
- (ii) HUBZone small business concerns;
- (iii) Small disadvantaged business concerns; and
- (iv) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, HUBZone, small disadvantaged and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

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(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

- (i) Small business concerns;
- (ii) HUBZone small business concerns;
- (iii) Small disadvantaged business concerns; and
- (iv) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, HUBZone small business, small disadvantaged and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan agreed to by the offeror.

(10) Assurances that the offeror will (i) cooperate in any studies or surveys as may be required, (ii) submit periodic reports in order to allow the Government to determine the extent of compliance by the offeror with the subcontracting plan, (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the instructions on the forms or as provided in agency regulations and in paragraph (j) of this clause; and (iv) ensure that its subcontractors agree to submit Standard Forms 294 and 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated)

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating--

- (A) Whether small business concerns were solicited and, if not, why not;
- (B) Whether HUBZone small business concerns were solicited and, if not, why not;
- (C) Whether small disadvantaged business concerns were solicited and, if not, why not;
- (D) Whether women-owned small business concerns were solicited and, if not, why not;

and

(E) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

- (A) Trade associations;
- (B) Business development organizations; and
- (C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources.

and women-owned small business sources.

(v) Records of internal guidance and encouragement provided to buyers through--

- (A) Workshops, seminars, training, etc.; and
- (B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities,

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specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master subcontracting plan on a plant or division-wide basis which contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided, (1) the master plan has been approved, (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer, and (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g)(1) If a commercial product is offered, the subcontracting plan required by this clause may relate to the offeror's production generally, for both commercial and noncommercial products, rather than solely to the Government contract. In these cases, the offeror shall, with the concurrence of the Contracting Officer, submit one company-wide or division-wide annual plan.

(2) The annual plan shall be reviewed for approval by the agency awarding the offeror its first prime contract requiring a subcontracting plan during the fiscal year, or by an agency satisfactory to the Contracting Officer.

(3) The approved plan shall remain in effect during the offeror's fiscal year for all of the offeror's commercial products.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.

(2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by Standard Industrial Classification (SIC) Major Group. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant SIC Major Group and report all awards to that subcontractor under its predominant SIC Major Group.

(End of clause)

52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or

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intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled Disputes, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

52.222-3 CONVICT LABOR (AUG 1996)

The Contractor agrees not to employ in the performance of this contract any person undergoing a sentence of imprisonment which has been imposed by any court of a State, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands. This limitation, however, shall not prohibit the employment by the Contractor in the performance of this contract of persons on parole or probation to work at paid employment during the term of their sentence or persons who have been pardoned or who have served their terms. Nor shall it prohibit the employment by the Contractor in the performance of this contract of persons confined for violation of the laws of any of the States, the District of Columbia, the Commonwealth of Puerto Rico, the Virgin Islands, Guam, American Samoa, the Commonwealth of the Northern Mariana Islands, or the Trust Territory of the Pacific Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(a)(1) The worker is paid or is in an approved work training program on a voluntary basis;

(2) Representatives of local union central bodies or similar labor union organizations have been consulted;

(3) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services; and

(4) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

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(b) The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

**52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME
COMPENSATION. (JUL 1995)**

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics (see Federal Acquisition Regulation (FAR) 22.300) shall require or permit any such laborers or mechanics in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in paragraph (a) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanics employed in violation of the provisions set forth in paragraph (a) of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer shall upon his or her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same Prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

(d) Payrolls and basic records. (1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of contract work and shall preserve them for a period of 3 years from the completion of the contract for all laborers and mechanics working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Nothing in this paragraph shall require the duplication of records required to be maintained for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The records to be maintained under paragraph (d)(1) of this clause shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit such representatives to interview employees during working hours on the job.

(e) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts exceeding \$100,000 the provisions set forth in paragraphs (a) through (e) of this clause and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the provisions set forth in paragraphs (a) through (e) of this clause.

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor

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under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
- (ii) The classification is utilized in the area by the construction industry.
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act

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have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the

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full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act--Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis-Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

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52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (FEB 1999)

(a) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with subparagraphs (b)(1) through (11) of this clause. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(b) During performing this contract, the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

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(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or

community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

(2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

(3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the

Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may

have taken.

(4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

(5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.

(6) Disseminate the Contractor's equal employment policy by--

(i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;

(ii) Including the policy in any policy manual and in collective bargaining agreements;

(iii) Publicizing the policy in the company newspaper, annual report, etc.;

(iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and

(v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.

(7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

(8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.

(9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar

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group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

- (1) Actively participates in the group;
- (2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;
- (3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;
- (4) Makes a good-faith effort to meet its individual goals and timetables; and
- (5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

- (1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;
- (2) Submit reports as may be required by the Government; and
- (3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

52.222-35 AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (APR 1998)

(a) Definitions. As used in this clause--

All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment.

Appropriate office of the State employment service system means the local office of the Federal-State national system of public employment offices with assigned responsibility to serve the area where the

employment opening is to be filled, including the District of Columbia, Guam, the Commonwealth of Puerto Rico, and the Virgin Islands.

Positions that will be filled from within the Contractor's organization means employment openings for which no consideration will be given to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings that the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days, any part of which occurred between August 5, 1964, and May 7, 1975, and was discharged or released therefrom with other than a dishonorable discharge; or

(2) Was discharged or released from active duty for a service-connected disability if any part of such active duty was performed between August 5, 1964, and May 7, 1975.

(b) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against the individual because the individual is a disabled veteran or a veteran of the Vietnam era. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Employment;

(ii) Upgrading;

(iii) Demotion or transfer;

(iv) Recruitment;

(v) Advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended.

(c) Listing openings. (1) The Contractor agrees to list all employment openings existing at contract award or occurring during contract performance, at an appropriate office of the State employment service system in the locality where the opening occurs. These openings include those occurring at any Contractor facility, including one not connected with performing this contract. An independent corporate affiliate is exempt from this requirement.

(2) State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their employment openings with the appropriate office of the State employment service.

(3) The listing of employment openings with the State employment service system is required at least concurrently with using any other recruitment source or effort and involves the obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(4) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State employment service system, in each State where it has establishments, of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State system, it need not advise the State system of subsequent contracts. The Contractor may advise the State system when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.

(e) Postings. (1) The Contractor agrees to post employment notices stating (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era, and (ii) the rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. They shall be in a form prescribed by the Deputy Assistant Secretary for

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Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary), and provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of the Act, and is committed to take affirmative action to employ, and advance in employment, qualified disabled veterans and veterans of the Vietnam Era.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(g) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

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(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA (JAN 1999)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.223-2 CLEAN AIR AND WATER (APR 1984)

(a) "Air Act," as used in this clause, means the Clean Air Act (42 U.S.C. 7401, et seq.).

"Clean air standards," as used in this clause, means--

(1) Any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738;

(2) An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7410(d));

(3) An approved implementation procedure or plan under section 111(c) or section 111(d) of the Air Act (42 U.S.C. 7411(c) or (d)); or

(4) An approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 7412(d)).

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"Clean water standards," as used in this clause, means any enforceable limitation, control, condition, prohibition, standard, or other requirement promulgated under the Water Act or contained in a permit issued to a discharger by the EPA or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by local government to ensure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. 1317).

"Compliance," as used in this clause, means compliance with--

(1) Clean air or water standards; or

(2) A schedule or plan ordered or approved by a court of competent jurisdiction, the EPA, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

"Facility," as used in this clause, means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or subcontractor, used in the performance of a contract or subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the EPA determines that independent facilities are collocated in one geographical area.

"Water Act," as used in this clause, means Clean Water Act (33 U.S.C. 1251, et seq.).

(b) The Contractor agrees--

(1) To comply with the requirements of section 114 of the Clean Air Act (42 U.S.C. 7414) and section 308 of the Clean Water Act (33 U.S.C. 1318) relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, and all regulations and guidelines issued to implement those acts before the award of this contract;

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the EPA List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of the facility from the listing;

(3) To use best efforts to comply with clean air standards and clean water standards at the facility in which the contract is being performed; and

(4) To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(4).

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (JAN 1997)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution,

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dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor owned or operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

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(4) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation (FAR); or

(5) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

52.225-5 BUY AMERICAN ACT--CONSTRUCTION MATERIALS (JUNE 1997)

(a) Definitions. As used in this clause--

"Components," means those articles, materials, and supplies incorporated directly into construction materials.

"Construction material," means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials, and supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

"Domestic construction material" means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to subparagraph 25.202(a)(2) of the Federal Acquisition Regulation (FAR) shall be treated as domestic.

(b) (1) The Buy American Act (41 U.S.C. 10a-10d) requires that only domestic construction material be used in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the excepted construction material or components listed by the Government as follows:

None

(3) Other foreign construction material may be added to the list in paragraph (b)(2) of this clause if the Government determines that--

(i) The cost would be unreasonable (the cost of a particular domestic construction material shall be determined to be unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent, unless the agency head determines a higher percentage to be appropriate);

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in

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sufficient and reasonably available commercial quantities or a satisfactory quality.

(4) The Contractor agrees that only domestic construction material will be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in paragraph (b)(2) of this clause.

(c) Request for determination. (1) Contractors requesting to use foreign construction material under paragraph (b)(3) of this clause shall provide adequate information for Government evaluation of the request for a determination regarding the inapplicability of the Buy American Act. Each submission shall include a description of the foreign and domestic construction materials, including unit of measure, quantity, price, time of delivery or availability, location of the construction project, name and address of the proposed contractor, and a detailed justification of the reason for use of foreign materials cited in accordance with paragraph (b)(3) of this clause. A submission based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause. The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued.)

(2) If the Government determines after contract award that an exception to the Buy American Act applies, the contract shall be modified to allow use of the foreign construction material, and adequate consideration shall be negotiated. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration shall not be less than the differential established in paragraph (b)(3)(i) of this clause.

(3) If the Government does not determine that an exception to the Buy American Act applies, the use of that particular foreign construction material will be a failure to comply with the Act.

(d) For evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the following information and any applicable supporting data based on the survey of suppliers shall be included in the request:

Foreign and Domestic Construction Materials Price Comparison

Unit of Price

Construction material description measure Quantity (dollars)\1\

Item 1:

Foreign construction material

Domestic construction material

Item 2:

Foreign construction material

Domestic construction material

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

\1\ Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

52.225-11 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (AUG 1998)

(a) Unless advance written approval of the Contracting Officer is obtained, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services originating from sources within, or that were located in or transported from or through, countries whose products are banned from importation into the United States by Executive order or regulations of the Office of Foreign Assets Control, Department of the Treasury. Those countries include Cuba, Iran, Iraq, Libya, North Korea, and Sudan.

(b) The Contractor shall not acquire for use in the performance of this contract any supplies or services from entities controlled by the Government of Iraq.

(c) The Contractor agrees to insert the provisions of this clause, including this paragraph (c), in all subcontracts hereunder.

(End of clause)

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52.225-13 NOTICE OF BUY AMERICAN ACT REQUIREMENT-- CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS ACT AND NORTH AMERICAN FREE TRADE AGREEMENT (MAY 1997)

(a) Offerors are required to comply with the requirements of Federal Acquisition Regulation (FAR) clause 52.225-15, Buy American Act--Construction Materials Under Trade Agreements Act and North American Free Trade Agreement, of this solicitation. The terms defined in FAR clause 52.225-15 have the same meaning in this provision.

(b) Offerors should request a determination regarding the inapplicability of the Buy American Act in time to allow determination before submission of offers. For evaluation of a request for a determination regarding the inapplicability of the requirements of the Buy American Act prior to the time set for receipt of offers, the information and applicable supporting data required by paragraphs (c) and (d) of FAR clause 52.225-15 shall be included in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act prior to submission of its offer, or has not received a response to a request made prior to submission of its offer, the information and supporting data shall be included in the offer.

(c) Evaluation of offers. (1) For evaluation of offers, (unless agency regulations specify a higher percentage) the Government will add to the offered price 6 percent of the cost of any foreign construction material proposed for exception from the requirements of the Buy American Act based on claimed unreasonable cost of domestic construction materials in accordance with paragraph (b)(4)(i) of FAR clause 52.225-15.

(2) If the evaluation of offers results in a tie between an offer including such foreign construction material excepted on the basis of unreasonable cost, as evaluated, and an offer including solely domestic construction material or other foreign construction material, listed in the solicitation at paragraph (b)(3) of FAR clause 52.225-15, or subsequently excepted in accordance with paragraphs (b)(4)(ii) or (iii) of FAR clause 52.225-15, award shall be made to the offeror that submitted the latter offer.

(d) Alternate offers. (1) When an offer includes foreign construction material not listed by the Government in the solicitation at paragraph (b)(3) of FAR clause 52.225-15, offerors also may submit alternate offers based on use of equivalent domestic construction material.

(2) If alternate offers are submitted, a separate Standard Form 1442 shall be submitted for each alternate offer, and a separate price comparison table, prepared in accordance with paragraphs (c) and (d) of FAR clause 52.225-15, shall be submitted for each offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception to apply.

(3) If the Government determines that a particular exception requested under paragraph (c) of FAR clause 52.225-15 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material.

(i) In sealed bid procurements, any offer based on use of that particular foreign construction material shall be rejected as nonresponsive.

(ii) In negotiated procurements, any offer based on use of that particular foreign construction material may not be accepted unless revised during negotiations.

Deviation 97-013, DAR Tracking Number: 97-00004, Dated 11 July 1998.

52.225-15 (DEV) BUY AMERICAN ACT--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS ACT AND NORTH AMERICAN FREE TRADE AGREEMENT (MAY 1997) (DEVIATION)

(a) Definitions. As used in this clause--

"Components" means those articles, materials, and supplies incorporated directly into construction materials.

"Construction material" means an article, material, or supply brought to the construction site for incorporation into the building or work. Construction material also includes an item brought to the site pre-assembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, which are discrete systems incorporated into a public building or work and which are produced as a complete system, shall be evaluated as a

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single and distinct construction material regardless of when or how the individual parts or components of such systems are delivered to the construction site.

"Designated country" means:

Aruba	Germany	Norway
Austria	Greece	Portugal
Bangladesh	Guinea	Republic of Korea
Belgium	Guinea-Bissau	Rwanda
Benin	Haiti	Sao Tome and Principe
Bhutan	Hong Kong	Sierra Leone
	Ireland	
Botswana	Israel	Singapore
Burkina Faso	Italy	Somalia
Burundi	Japan	Spain
Canada	Kiribati	Sweden
Cape Verde	Lesotho	Switzerland
Central African Republic	Liechtenstein	Tanzania U.R.
Chad	Luxembourg	Togo
Comoros	Malawi	Tuvalu
Denmark	Maldives	Uganda
Djibouti	Mali	United Kingdom
Equatorial Guinea	Mozambique	Vanuatu
Finland	Nepal	Western Samoa
France	Netherlands	Yemen
Gambia	Niger	

"Designated country construction material" means a construction material that (1) is wholly the growth, product, or manufacture of a designated country, or (2) in the case of a construction material which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

"Domestic construction material" means (1) an unmanufactured construction material mined or produced in the United States, or (2) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the construction materials determined to be unavailable pursuant to subparagraph 25.202(a)(2) of the Federal Acquisition Regulation (FAR) shall be treated as domestic.

"North American Free Trade Agreement (NAFTA) country" means Canada or Mexico.

"NAFTA country construction material" means a construction material that (1) is wholly the growth, product, or manufacture of a NAFTA country, or (2) in the case of a construction material which consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

(b)(1) The Buy American Act (41 U.S.C. 10a - 10d) requires that only domestic construction material be used in performing this contract, except as provided in paragraphs (b)(2), (b)(3), and (b)(4) of this clause.

(2) The Trade Agreements Act and the North American Free Trade Agreement (NAFTA) provide that designated country and NAFTA country construction materials are exempted from application of the Buy American Act.

(3) The requirement in paragraph (b)(1) of this clause does not apply to the excepted construction material or components listed by the Government as follows:

None

(List applicable excepted materials or indicate "none")

(4) Other foreign construction material may be added to the list in paragraph (b)(3) of this clause if the Government determines that--

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(i) The cost would be unreasonable (the cost of a particular domestic construction material shall be determined to be unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent, unless the agency head determines a higher percentage to be appropriate);

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(5) The Contractor agrees that only domestic construction materials, NAFTA country construction materials, or designated country construction materials will be used by the Contractor, subcontractors, material men, and suppliers in the performance of this contract, except for foreign construction materials, if any, listed in paragraph (b)(3) of this clause.

(c) Request for determination. (1) Contractors requesting to use foreign construction material under paragraph (b)(4) of this clause shall provide adequate information for Government evaluation of the request for a determination regarding the inapplicability of the Buy American Act. Each submission shall include a description of the foreign and domestic construction materials, including unit of measure, quantity, price, time of delivery or availability, location of the construction project, name and address of the proposed contractor, and a detailed justification of the reason for use of foreign materials cited in accordance with paragraph (b)(4) of this clause. A submission based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause. The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(2) If the Government determines after contract award that an exception to the Buy American Act applies, the contract shall be modified to allow use of the foreign construction material, and adequate consideration shall be negotiated. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration shall not be less than the differential established in paragraph (b)(4)(i) of this clause.

(3) If the Government does not determine that an exception to the Buy American Act applies, the use of that particular foreign construction material will be a failure to comply with the Act.

(d) For evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the following information and any applicable supporting data based on the survey of suppliers shall be included in the request:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Unit Of Quantity Price

Material Measure (Dollars)*

Description

Item 1:

Foreign construction material _____

Domestic construction material _____

Item 2:

Foreign construction material _____

Domestic material construction _____

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

(End of clause)

52.226-1 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES (SEP 1996)

(a) For Department of Defense contracts, this clause applies only if the contract includes a subcontracting plan incorporated under the terms of the clause at 52.219-9, Small Business Subcontracting Plan. It does not apply to contracts awarded based on a subcontracting plan submitted

and approved under paragraph (g) of the clause at 52.219-9.

(b) Definitions. As used in this clause:

"Indian" means any person who is a member of any Indian tribe, band, group, pueblo or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

"Indian organization" means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C., chapter 17.

"Indian-owned economic enterprise" means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership shall constitute not less than 51 percent of the enterprise.

"Indian tribe" means any Indian tribe, band, group, pueblo or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1542(c).

"Interested party" means a prime contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

(c) The Contractor agrees to use its best efforts to give Indian organizations and Indian-owned economic enterprises (25 U.S.C. 1544) the maximum practicable opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of its contract.

(1) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization or Indian-owned economic enterprise as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status. In the event of a challenge to the representation of a subcontractor, the Contracting Officer shall refer the matter to the U.S. Department of the Interior, Bureau of Indian Affairs (BIA), Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street, NW, MS-334A-SIB, Washington, DC 20245. The BIA will determine the eligibility and notify the Contracting Officer. The 5 percent incentive payment will not be made within 50 working days of subcontract award or while a challenge is pending. If a subcontractor is determined to be an ineligible participant, no incentive payment will be made under the Indian Incentive Program.

(2) The Contractor may request an adjustment under the Indian Incentive Program to the following:

- (i) The estimated cost of a cost-type contract.
- (ii) The target cost of a cost-plus-incentive-fee prime contract.
- (iii) The target cost and ceiling price of a fixed-price incentive prime contract.
- (iv) The price of a firm-fixed-price prime contract.

(3) The amount of the equitable adjustment to the prime contract shall be 5 percent of the estimated cost, target cost or firm-fixed-price included in the subcontract initially awarded to the Indian organization or Indian-owned economic enterprise.

(4) The Contractor has the burden of proving the amount claimed and must assert its request for an adjustment prior to completion of contract performance.

(d) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, shall authorize an incentive payment of 5 percent of the amount paid to the subcontractor. Contracting Officers shall seek funding in accordance with agency procedures. The Contracting Officer's decision is final and not subject to the Disputes clause of this contract.

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the

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United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

(a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.

(b) Any surety fails to furnish reports on its financial condition as required by the Government;

(c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or

(d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this

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contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

52.228-11 PLEDGES OF ASSETS (FEB 1992)

(a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--

- (1) Pledge of assets; and
- (2) Standard Form 28, Affidavit of Individual Surety.

(b) Pledges of assets from each person acting as an individual surety shall be in the form of--

(1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;

(2) A recorded lien on real estate. The offeror will be required to provide--

(i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);

(ii) Evidence of the amount due under any encumbrance shown in the evidence of title;

(iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (SEP 1996)-

(a) Definitions. As used in this clause--

Contract price means the award price of the contract or, for requirements contracts, the price payable for the estimated quantity; or for indefinite-delivery type contracts, the price payable for the specified minimum quantity.

(b) Unless the resulting contract price is \$100,000 or less, the successful offeror shall be required to furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance Bonds (Standard Form 25): (i) The penal amount of performance bonds shall be 100 percent of the original contract price.

(ii) The Government may require additional performance bond protection when the contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price.

(iii) The Government may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(2) Payment Bonds (Standard Form 25-A):

(i) The penal amount of payment bonds shall equal--

(A) 50 percent of the contract price if the contract price is not more than \$1 million;

(B) 40 percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(C) \$2.5 million if the contract price is more than \$5 million.

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(ii) If the original contract price is \$5 million or less, the Government may require additional protection if the contract price is increased. The penal amount of the total protection shall meet the requirement of subparagraph (b)(2)(i) of this clause.

(iii) The Government may secure additional protection by directing the Contractor to increase the penal sum of the existing bond or to obtain an additional bond.

(c) The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register, or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW., 2nd Floor, West Wing, Washington, DC 20227.

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (JAN 1991)

(a) "Contract date," as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties," as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax," as used in this clause, means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax," as used in this clause, means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

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52.229-5 TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO (APR 1984)

The term "local taxes," as used in the Federal, State, and local taxes clause of this contract, includes taxes imposed by a possession of the United States or by Puerto Rico.

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 1997)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter

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referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and
(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

(i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or

(ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against

the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the

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Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
 - (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
 - (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
 - (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.
- (c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986) - ALTERNATE I (APR 1984)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUN 1997)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments. (1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project:

(A) The due date for making such payments shall be 14 days after receipt of the payment request by the designated billing office. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date shall be the 14th day

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after the date of the Contractor's payment request, provided a proper payment request is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, shall be as specified in the contract or, if not specified, 30 days after approval for release to the Contractor by the Contracting Officer.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract):

(A) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in subdivisions (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., prompt payment discount terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) For payments described in subdivision (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Any other information or documentation required by the contract.

(x) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(3) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in subdivisions (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

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(4) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in subdivision (a)(1)(ii) of this clause, Government acceptance or approval shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(6) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(6)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid;

and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the

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following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a)(4)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a)(6)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments. (1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the [insert day as prescribed by Agency head; if not prescribed, insert 30th day] day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of

1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c)(1) and (c)(2) of this clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under subdivision (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under subparagraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

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(ii) The date that any subsequent payment is reduced under subdivision (e)(5)(i) of this clause.

(f) Third-party deficiency reports. (1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under subparagraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under subdivision (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under subdivision (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the United States is a party. The United States may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the United States for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER—OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT) except as provided in paragraph (a)(2) of this clause. As used in this

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clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

(b) Mandatory submission of Contractor's EFT information. (1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by TEN (10) (the Contracting Officer shall insert date, days after award, days before first request, the date specified for receipt of offers if the provision at 52.232-38 is utilized, or "concurrent with first request" as prescribed by the head of the agency; if not prescribed, insert "no later than 15 days prior to submission of the first request for payment"). If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before

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the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) EFT information. The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

(1) The contract number (or other procurement identification number).

(2) The Contractor's name and remittance address, as stated in the contract(s).

(3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.

(4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.

(5) The Contractor's account number and the type of account (checking, saving, or lockbox).

(6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.

(7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

(End of clause)

52.233-1 DISPUTES. (DEC 1998)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph (d)(2) of this clause. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract,

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submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable

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adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

52.236-1 PERFORMANCE OF WORK BY THE CONTRACTOR (APR 1984)

The Contractor shall perform on the site, and with its own organization, work equivalent to at least twenty-five (25) percent of the total amount of work to be performed under the contract. This percentage may be reduced by a supplemental agreement to this contract if, during performing the work, the Contractor requests a reduction and the Contracting Officer determines that the reduction would be to the advantage of the Government.

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

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(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

- (1) conditions bearing upon transportation, disposal, handling, and storage of materials;
- (2) the availability of labor, water, electric power, and roads;
- (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;
- (4) the conformation and conditions of the ground; and (5) the character of equipment and

facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the

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Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may

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be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

- (1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;
- (2) avoid interruptions of Government operations and delays in project completion dates; and
- (3) control costs in the performance of this contract.

(b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-

- (1) Provide appropriate safety barricades, signs, and signal lights;
- (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
- (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.

(c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.

(d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or

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Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.

(e) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

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52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

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(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

52.242-13 BANKRUPTCY. (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

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(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

(a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.

(b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.

(c) Government inspections and tests are for the sole benefit of the Government and do not--

(1) Relieve the Contractor of responsibility for providing adequate quality control measures;

(2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;

(3) Constitute or imply acceptance; or

(4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.

(d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.

(e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

(f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

(g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.

(h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the

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examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.

(i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

52.246-21 WARRANTY OF CONSTRUCTION (APR 1984)

(a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (i) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

(b) This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

(c) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government owned or controlled real or personal property, when that damage is the result of

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(d) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(e) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

(f) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(g) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice;

(2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and

(3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

(h) In the event the Contractor's warranty under paragraph (b) of this clause has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(i) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage that results from any defect in Government-furnished material or design.

(j) This warranty shall not limit the Government's rights under the Inspection and Acceptance clause of this contract with respect to latent defects, gross mistakes, or fraud.

52.248-3 VALUE ENGINEERING--CONSTRUCTION (MAR 1989)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only; or
 - (ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) A separate, detailed cost estimate for
 - (i) the affected portions of the existing contract requirement and
 - (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.
- (4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
- (5) A prediction of any effects the proposed change would have on collateral costs to the agency.
- (6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
- (7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.

(e) Government action.

(1) The Contracting Officer shall notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer shall notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before

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it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The Contracting Officer's decision to accept or reject all or part of any VECP shall be final and not subject to the Disputes clause or otherwise subject to litigation under the Contract Disputes Act of 1978 (41 U.S.C. 601-613).

(f) Sharing.

(1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by

- (i) 45 percent for fixed-price contracts or
- (ii) 75 percent for cost-reimbursement contracts.

(2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--

- (i) Accept the VECP;
- (ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and
- (iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the instant contract amount shall be increased by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings shall not exceed (1) the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or (2) \$100,000, whichever is greater. The Contracting Officer shall be the sole determiner of the amount of collateral savings, and that amount shall not be subject to the Disputes clause or otherwise subject to litigation under 41 U.S.C. 601-613.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract , shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

52.249-2 **TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SEP 1996) - ALTERNATE I (SEP 1996)**

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

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(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

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(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10

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days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

- (i) acts of God or of the public enemy,
- (ii) acts of the Government in either its sovereign or contractual capacity,
- (iii) acts of another Contractor in the performance of a contract with the Government,
- (iv) fires,
- (v) floods,
- (vi) epidemics,
- (vii) quarantine restrictions,
- (viii) strikes,
- (ix) freight embargoes,

(x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided

there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-
CONTRACT-RELATED FELONIES (MAR 1999)

(a) *Definitions.* As used in this clause—

(1) “Arising out of a contract with the DoD” means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) “Conviction of fraud or any other felony” means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) “Date of conviction” means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

(1) The person involved;

(2) The nature of the conviction and resultant sentence or punishment imposed;

(3) The reasons for the requested waiver; and

(4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

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(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

(a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.

(b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 1998)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

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(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://ccr.edi.disa.mil>.

**252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS
(DEC 1991)**

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes; which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

**252.209-7000 ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ONSITE INSPECTION
UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY (NOV 1995)**

(a) The Contractor shall not deny consideration for a subcontract award under this contract to a potential subcontractor subject to on-site inspection under the INF Treaty, or a similar treaty, solely or in part because of the actual or potential presence of Soviet inspectors at the subcontractor's facility, unless the decision is approved by the Contracting Officer.

(b) The Contractor shall incorporate this clause, including this paragraph (b), in all solicitations and contracts exceeding the simplified acquisition threshold in part 13 of the Federal Acquisition Regulation, except those for commercial items.

**252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS
(MAR 1998)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 37 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

**252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE
GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)**

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

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(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities*, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business*, when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 1991)

Subject to the restrictions in section 225.872 of the Defense FAR Supplement, the Contractor shall not preclude qualifying country sources and U.S. sources from competing for subcontracts under this contract.

(End of clause)

252.225-7007 BUY AMERICAN ACT--TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM (MAR 1998)

(a) *Definitions. As used in this clause--*

(1) Caribbean Basin country means--

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Antigua and Barbuda	Aruba	Bahamas
Barbados	Belize	British Virgin Islands
Costa Rica	Dominica	Dominican Republic
El Salvador	Grenada	Guatemala
Guyana	Haiti	Honduras
Jamaica	Montserrat	Netherlands Antilles
Nicaragua	Panama	St. Kitts-Nevis
St. Lucia	St. Vincent and the Grenadines	Trinidad and Tobago

(2) Caribbean Basin country end product--

(i) Means an article that--

(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.

(ii) Excludes products, other than petroleum and any product derived from petroleum, that are not granted duty-free treatment under the Caribbean Basin Economic Recovery Act (19 U.S.C 2703(b)). These exclusions presently consist of--

(A) Textiles and apparel articles that are subject to textile agreements;

(B) Footwear, handbags, luggage, flat goods, work gloves, and leather wearing apparel not designated as eligible articles for the purpose of the Generalized System of Preferences under Title V of the Trade Act of 1974;

(C) Tuna, prepared or preserved in any manner in airtight containers; and

(D) Watches and watch parts (including cases, bracelets, and straps) of whatever type, including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which Harmonized Tariff Schedule column 2 rates of duty apply.

(3) Components means those articles, materials, and supplies directly incorporated into end products.

(4) Designated country means--

Aruba	Austria	Bangladesh
Belgium	Benin	Bhutan
Botswana	Burkina Faso	Burundi
Canada	Cape Verde	Central African Republic
Chad	Comoros	Denmark
Djibouti	Equatorial Guinea	Finland
France	Gambia	Germany
Greece	Guinea	Guinea-Bissau
Haiti	Hong Kong	Ireland
Israel	Italy	Japan
Kiribati	Lesotho	Liechtenstein
Luxembourg	Malawi	Maldives
Mali	Mozambique	Nepal
Netherlands	Niger	Norway
Portugal	Republic of Korea	Rwanda
Sao Tome and Principe	Sierra Leone	Singapore
Somalia	Spain	Sweden
Switzerland	Tanzania U.R.	Togo
Tuvalu	Uganda	United Kingdom
Vanuatu	Western Samoa	Yemen

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- (5) Designated country end product means an article that--
- (i) Is wholly the growth, product, or manufacture of the designated country; or
 - (ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a designated country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.
- (6) Domestic end product means--
- (i) An unmanufactured end product that has been mined or produced in the United States; or
 - (ii) An end product manufactured in the United States if the cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components shall include transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certification may be issued). A component shall be considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind--
- (A) Determined to be not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and of a satisfactory quality; or
 - (B) That the Secretary concerned determines would be inconsistent with the public interest to apply the restrictions of the Buy American Act.
- (7) End product means those articles, materials, and supplies to be acquired for public use under the contract. For this contract, the end products are the line items to be delivered to the Government (including supplies to be acquired by the Government for public use in connection with service contracts, but excluding installation and other services to be performed after delivery).
- (8) NAFTA country end product means an article that--
- (i) Is wholly the growth, product, or manufacture of the NAFTA country; or
 - (ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in a NAFTA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.
- (9) Nondesignated country end product means any end product that is not a U.S. made end product or a designated country end product.
- (10) North American Free Trade Agreement (NAFTA) country means Canada or Mexico.
- (11) Qualifying country means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.
- (12) Qualifying country component means an item mined, produced, or manufactured in a qualifying country.
- (13) Qualifying country end product means--
- (i) An unmanufactured end product mined or produced in a qualifying country; or
 - (ii) An end product manufactured in a qualifying country if the cost of the components mined, produced, or manufactured in the qualifying country and its components mined, produced or manufactured in the United States exceeds 50 percent of the cost of all its components.
- (14) United States means the United States, its possessions, Puerto Rico, and any other place subject to its jurisdiction, but does not include leased bases or trust territories.
- U.S. made end product means an article that—
- (i) Is wholly the growth, product, or manufacture of the United States; or
 - (ii) In the case of an article that consists in whole or in part of materials from another country or instrumentality, has been substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was so transformed.

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(b) Unless otherwise specified, the Trade Agreements Act of 1979 (19 U.S.C. 2501 et seq.), the North American Free Trade Agreement Implementation Act of 1993 (19 U.S.C. 3301 note), and the Caribbean Basin Initiative apply to all items in the Schedule.

(c)(1) The Contractor agrees to deliver under this contract only domestic end products unless, in its offer, it specified delivery of U.S. made, qualifying country, designated country, Caribbean Basin country, NAFTA country, or other nondesignated country end products in the Buy American Act--Trade Agreements--Balance of Payments Program Certificate provision of the solicitation.

(2) The Contractor may not supply a nondesignated country end product unless--

(i) It is a qualifying country end product, a Caribbean Basin country end product, or a NAFTA country end product;

(ii) The Contracting Officer has determined that offers of U.S. made end products or qualifying, designated, NAFTA, or Caribbean Basin country end products from responsive, responsible offerors are either not received or are insufficient to fill the Government's requirements; or

(iii) A national interest waiver has been granted under section 302 of the Trade Agreements Act of 1979.

(d) The offered price of qualifying country end products and the offered price of designated country end products, NAFTA country end products, and Caribbean Basin country end products, for line items subject to the Trade Agreements Act or the North American Free Trade Agreement Implementation Act, should not include custom fees or duty. The offered price of end products listed in paragraph (c)(2)(vi) of the Buy American Act--Trade Agreements--Balance of Payments Program Certificate provision of the solicitation, or the offered price of U.S. made end products that contain nonqualifying country components, must include all applicable duty. The award price will not include duty for end products or components that are to be accorded duty-free entry. Generally, each offer of a U.S. made end product that does not meet the definition of "domestic end product" is adjusted for the purpose of evaluation by adding 50 percent of the offered price, inclusive of duty.

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES. (MAY 1999)

(a) The Contractor agrees to deliver under this contract only such of the following articles that have been grown, reprocessed, reused, or produced in the United States, its possessions, or Puerto Rico --

- (1) Food;
- (2) Clothing;
- (3) Tents, tarpaulins, or covers;
- (4) Cotton and other natural fiber products;
- (5) Woven silk or woven silk blends;
- (6) Spun silk yarn for cartridge cloth;
- (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics;
- (8) Canvas products;
- (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles); or
- (10) Any item of individual equipment (Federal supply Classification 8465) manufactured from or containing such fibers, yarns, fabrics, or materials.

(b) This clause does not apply --

(1) To supplies listed in FAR section 25.108(d)(1), or other supplies for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To foods which have been manufactured or processed in the United States, its possessions, or Puerto Rico;

(3) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

(4) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does not apply to the synthetic or coated synthetic fabric itself), if--

(i) The fabric is to be used as a component of an end item that is not a textile product. Examples of textile products, made in whole or in part of fabric, include--

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(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/ findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.
(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 1992)

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concerns, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(End of clause)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (SEP 1996)

(a) Definitions. As used in this clause--

(1) Material management and accounting system means the Contractor's system or systems for planning, controlling, and accounting for the acquisition, use, issuing, and disposition of material. Material management and accounting systems may be manual or automated. They may be stand-alone systems or they may be integrated with planning, engineering, estimating, purchasing, inventory, accounting, or

other systems.

(2) Valid time-phased requirements means material which is--
Needed to fulfill the production plan, including reasonable quantities for scrap, shrinkage, yield, etc.; and
(ii) Charged/billed to contracts or other cost objectives in a manner consistent with the need to fulfill the production plan.

(3) Contractor means a business unit as defined in section 31.001 of the Federal Acquisition Regulation (FAR).

(b) General. The Contractor agrees to--

(1) Maintain a material management and accounting system (MMAS) that--
(i) Reasonably forecasts material requirements;
(ii) Ensures that costs of purchased and fabricated material charged or allocated to a contract are based on valid time-phased requirements; and
(iii) Maintains a consistent, equitable, and unbiased logic for costing of material transactions.
(2) Assess its MMAS and take reasonable action to comply with the MMAS standards in paragraph (f) of this clause.

(c) Applicability. Paragraphs (d) and (e) of this clause apply only if the Contractor--

(1) Is a large business; and
(2) Received, in its fiscal year preceding award of this contract, Department of Defense prime contracts or subcontracts, and their modifications totaling--
(i) \$70 million or more; or
(ii) \$30 million or more (but less than \$70 million), and is notified in writing by the Contracting Officer that paragraphs (d) and (e) apply.

(d) Disclosure, demonstration, and maintenance requirements. (1) The Contractor shall--
(i) Disclose its MMAS to the Administrative Contracting Officer in writing; and
(ii) If requested by the Administrative Contracting Officer, demonstrate that the MMAS conforms to the standards in paragraph (f) of this clause.

(2) An MMAS disclosure is adequate when the Contractor has provided the Administrative Contracting Officer with documentation which--

(i) Accurately describes those policies, procedures, and practices that the Contractor currently uses in its MMAS; and
(ii) Provides sufficient detail for the Government to reasonably make an informed judgment regarding the adequacy of the MMAS.

(3) An MMAS demonstration is adequate when the Contractor has provided the Administrative Contracting Officer--

(i) Sufficient evidence to demonstrate the degree of compliance of its MMAS with the standards at paragraph (f) of this clause; and
(ii) Identification of any significant deficiencies, the estimated cost impact of the deficiency, and a comprehensive corrective action plan.

(4) The Contractor shall disclose significant changes in its MMAS to the Administrative Contracting Officer within 30 days of implementation.

(5) If the contractor desires the Government to protect such information as privileged or confidential, the Contractor shall--

(i) Notify the Government representative to whom the information is submitted, i.e., the ACO, or the auditor; and
(ii) Ensure an appropriate legend is on the face of the document(s) at the time of submission.

(e) Deficiencies. (1) If the Contractor receives a report which identifies deficiencies in its MMAS, the Contractor agrees to respond as follows--

(i) If the Contractor agrees with the report findings and recommendations, the Contractor shall--

(A) Within 30 days, state its agreement in writing; and
(B) Within 60 days, correct the deficiencies or submit a corrective action plan.

(ii) If the Contractor disagrees with the report findings and recommendations, the Contractor shall, within 30 days, state its rationale for each area of disagreement.

(2) The Administrative Contracting Officer shall evaluate the Contractor's response and notify the Contractor of the--

(i) Determination concerning remaining deficiencies;

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- (ii) Adequacy of any proposed or completed corrective action plan; and
 - (iii) Need for any new or revised corrective action plan.
- (f) MMAS standards. MMAS systems shall have adequate internal accounting and administrative controls to ensure system and data integrity, and comply with the following:
- (1) Have an adequate system description including policies, procedures, and operating instructions which comply with the Federal Acquisition Regulation and Defense FAR Supplement;
 - (2) Ensure that costs of purchased and fabricated material charged or allocated to a contract are based on valid time-phased requirements as impacted by minimum/economic order quantity restrictions--
 - (i) A 98 percent bill of material accuracy and a 95 percent master production schedule accuracy are desirable as a goal in order to ensure that requirements are both valid and appropriately time-phased.
 - (ii) If systems have accuracy levels below these, the Contractor shall demonstrate that--
 - (A) There is no material harm to the Government due to lower accuracy levels; and
 - (B) The cost to meet the accuracy goals is excessive in relation to the impact on the Government;
 - (3) Provide a mechanism to identify, report, and resolve system control weaknesses and manual override. Systems should identify operational exceptions such as excess/residual inventory as soon as known;
 - (4) Provide audit trails and maintain records (manual and those in machine readable form) necessary to evaluate system logic and to verify through transaction testing that the system is operating as desired;
 - (5) Establish and maintain adequate levels of record accuracy, and include reconciliation of recorded inventory quantities to physical inventory by part number on a periodic basis. A 95 percent accuracy level is desirable. If systems have an accuracy level below 95 percent, the Contractor shall demonstrate that--
 - (i) There is no material harm to the Government due to lower accuracy levels; and
 - (ii) The cost to meet the accuracy goal is excessive in relation to the impact on the Government;
 - (6) Provide detailed descriptions of circumstances which will result in manual or system generated transfers of parts;
 - (7) Maintain a consistent, equitable, and unbiased logic for costing of material transactions--
 - (i) The Contractor shall maintain and disclose written policies describing the transfer methodology and the loan/pay-back technique.
 - (ii) The costing methodology may be standard or actual cost, or any of the inventory costing methods in 48 CFR 9904.411-50(b). Consistency shall be maintained across all contract and customer types, and from accounting period to accounting period for initial charging and transfer charging.
 - (iii) The system should transfer parts and associated costs within the same billing period. In the few instances where this may not be appropriate, the Contractor may accomplish the material transaction using a loan/pay-back technique. The "loan/pay-back technique" means that the physical part is moved temporarily from the contract, but the cost of the part remains on the contract. The procedures for the loan/pay-back technique must be approved by the Administrative Contracting Officer. When the technique is used, the Contractor shall have controls to ensure--
 - (A) Parts are paid back expeditiously;
 - (B) Procedures and controls are in place to correct any overbilling that might occur;
 - (C) Monthly, at a minimum, identification of the borrowing contract and the date the part was borrowed; and
 - (D) The cost of the replacement part is charged to the borrowing contract;
 - (8) Where allocations from common inventory accounts are used, have controls (in addition to those in paragraphs (b)(2) and (7) of this clause) to ensure that--
 - (i) Reallocations and any credit due are processed no less frequently than the routine billing cycle;
 - (ii) Inventories retained for requirements which are not under contract are not allocated to contracts; and
 - (iii) Algorithms are maintained based on valid and current data;
 - (9) Notwithstanding FAR 45.505-3(f)(1)(ii), have adequate controls to ensure that physically commingled inventories that may include material for which costs are charged or allocated to fixed-price,

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cost-reimbursement, and commercial contracts do not compromise requirements of any of the standards in paragraphs (f)(1) through (8) of this clause. Government furnished material shall not be--

(i) Physically commingled with other material; or

(ii) Used on commercial work; and

(10) Be subjected to periodic internal audits to ensure compliance with established policies and procedures.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(End of clause)

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252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall employ U.S.-flag vessels in the transportation by sea of any supplies to be furnished in the performance of this contract. The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(c) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(d) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information --

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

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- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(e) The Contractor agrees to provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL		

(f) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(g) The Contractor shall include this clause, including this paragraph (g) in all subcontracts under this contract, which exceed the small purchase limitation of section 13.000 of the Federal Acquisition Regulation.

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (NOV 1995)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

- (1) Shall notify the Contracting Officer of that fact; and
- (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties, in all subcontracts hereunder, except (effective May 1, 1996) subcontracts for the acquisition of commercial items or components.

APPLICATION OF WAGE DECISIONS

SOLICITATION NUMBER: DACA63-00-B-0016
PROJECT: IDIQ, Roads and Drainage
LOCATION: Fort Polk, Louisiana
VERNON Parish

1. **Davis-Bacon Act Wage Decision LA000039, Highway Construction Projects**, is applicable to the construction, alteration or repair of roads, streets, highways, runways, taxiways, alleys, trails, paths, parking areas, and other similar projects not incidental to building or heavy construction.

2. **Davis-Bacon Act Wage Decision LA000009, Heavy Construction Projects**, is applicable to the construction, alteration or repair of drainage projects, flood control projects, land drainage (not incidental to other construction), land leveling (not incidental to other construction), land reclamation, levees, sewers, and other similar projects not incidental to building or highway construction, and any other construction requirements not shown in Paragraph 1 above.

NOTE:

(1) Payroll records are required, under the Davis-Bacon Act, for all construction work.

(2) The Wage Decision Number applicable to the work performed is to be shown on all certified payroll records.

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GENERAL DECISION LA000039 02/11/00 LA39

General Decision Number LA000039

Superseded General Decision No. LA990039

State: **Louisiana**

Construction Type:

HIGHWAY

County(ies):

ALLEN	CAMERON	LA SALLE
AVOUELLES	GRANT	VERNON
BEAUREGARD	JEFFERSON DAVIS	

HIGHWAY CONSTRUCTION PROJECTS (Does not include building structures in rest area projects)

Modification Number	Publication Date
0	02/11/2000

COUNTY(ies):

ALLEN	CAMERON	LA SALLE
AVOUELLES	GRANT	VERNON
BEAUREGARD	JEFFERSON DAVIS	

SULA3002A 10/29/1996

	Rates	Fringes
CARPENTERS (Including Form Work)	9.11	1.60
CEMENT MASONS (Does Not Include Rebar)	8.55	
IRONWORKERS, Reinforcing	8.15	
LABORERS:		
Unskilled	6.20	
Flagger	5.63	
POWER EQUIPMENT OPERATORS:		
Backhoe	9.23	
Dozer	9.19	
Front End Loader	8.66	
Grader	8.68	
Roller	8.00	
Scraper	8.70	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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ACCOMPANYING AMENDMENT NO. 0003 TO SOLICITATION NO. DACA63-00-B-0016

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment

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data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

ACCOMPANYING AMENDMENT NO. 0003 TO SOLICITATION NO. DACA63-00-B-0016

GENERAL DECISION LA000009 04/07/00 LA9

General Decision Number LA000009

Superseded General Decision No. **LA990009**

State: **Louisiana**

Construction Type:

HEAVY

County(ies):

ASSUMPTION	GRANT	SABINE
AVOUELLES	IBERIA	ST HELENA
BIENVILLE	IBERVILLE	ST MARY
CALDWELL	JACKSON	TANGIPAHOA
CATAHOULA	LA SALLE	TENSAS
CLAIBORNE	LINCOLN	UNION
CONCORDIA	MADISON	VERMILION
DE SOTO	MOREHOUSE	VERNON
EAST CARROLL	NATCHITOCHES	WASHINGTON
EAST FELICIANA	POINTE COUPEE	WEST CARROLL
EVANGELINE	RED RIVER	WEST FELICIANA
FRANKLIN	RICHLAND	WINN

HEAVY CONSTRUCTION PROJECTS (Does not include Elevated Storage Tanks)

Modification Number	Publication Date
0	02/11/2000
1	02/25/2000
2	04/07/2000

COUNTY(ies):

ASSUMPTION	GRANT	SABINE
AVOUELLES	IBERIA	ST HELENA
BIENVILLE	IBERVILLE	ST MARY
CALDWELL	JACKSON	TANGIPAHOA
CATAHOULA	LA SALLE	TENSAS
CLAIBORNE	LINCOLN	UNION
CONCORDIA	MADISON	VERMILION
DE SOTO	MOREHOUSE	VERNON
EAST CARROLL	NATCHITOCHES	WASHINGTON
EAST FELICIANA	POINTE COUPEE	WEST CARROLL
EVANGELINE	RED RIVER	WEST FELICIANA
FRANKLIN	RICHLAND	WINN

ELEC0130J 01/01/2000

ACCOMPANYING AMENDMENT NO. 0003 TO SOLICITATION NO. DACA63-00-B-0016

ASSUMPTION & ST. MARY (Northeast of the Atchafalaya River)
PARISHES:

	Rates	Fringes
ELECTRICIANS	19.39	3.61

ELEC0194G 01/06/2000

BIENVILLE, CLAIBORNE, DE SOTO, NATCHITOCHES (Northeast of the
Red River) & RED RIVER PARISHES:

	Rates	Fringes
ELECTRICIANS	18.40	6.41
CABLE SPLICERS	18.90	6.43

* ELEC0446D 03/01/2000

CALDWELL, EAST CARROLL, FRANKLIN, JACKSON, LINCOLN, MADISON,
MOREHOUSE, RICHLAND, TENSAS, UNION & WEST CARROLL PARISHES:

	Rates	Fringes
ELECTRICIANS	15.70	3.75
CABLE SPLICERS	15.95	3.76

ELEC0576B 06/01/1998

AVOYELLES, CATAHOULA, CONCORDIA, EVANGELINE, GRANT, LA SALLE,
NATCHITOCHES (Southwest of Red River), SABINE, VERNON & WINN
PARISHES:

	Rates	Fringes
ELECTRICIANS	15.10	3.23
CABLE SPLICERS	15.60	3.25

ELEC0861D 10/01/1998

IBERIA, ST. MARY (Southwest of Atchafalaya River) & VERMILION
PARISHES:

	Rates	Fringes
ELECTRICIANS	16.75	4.27
CABLE SPLICERS	17.25	4.29

ELEC0995B 12/01/1999

EAST FELICIANA, IBERVILLE, POINTE COUPEE, ST. HELENA &
WEST FELICIANA PARISHES:

ACCOMPANYING AMENDMENT NO. 0003 TO SOLICITATION NO. DACA63-00-B-0016

ELECTRICIANS:

Electrical Contracts Up to &
Including 5 Million Dollars:

Electrician	16.70	3.92
Cable Splicer	16.95	3.95

Electrical Contracts Over 5 Million
Dollars:

Electrician	18.90	4.17
Cable Splicer	19.15	4.20

ELEC1077A 06/01/1998

	Rates	Fringes
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TANGIPAHOA & WASHINGTON PARISHES:

ELECTRICIANS	16.90	2.76
CABLE SPLICERS	17.65	2.78

PLUM0060E 12/01/1999

	Rates	Fringes
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TANGIPAHOA (Cities of Robert, Hammond, Ponchatoula, Tickfaw,
Baptist & Pumpkin Center) & WASHINGTON PARISHES:

PLUMBERS	18.15	4.06
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PLUM0106B 11/01/1999

	Rates	Fringes
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IBERIA (West of Hwy 31 & Hwy 83) & VERMILION PARISHES:

PLUMBERS & STEAMFITTERS	18.00	3.74
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PLUM0141C 02/01/1998

	Rates	Fringes
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BIENVILLE, CLAIBORNE, DE SOTO, RED RIVER & SABINE PARISHES;
NATCHITOCHES & VERNON PARISHES (Northwest of a line drawn from
Natchitoches to Anacoco through Bellwood & north of Hwy #111
between Anacoco & Haddens);

WINN PARISH (West of a line drawn from Winnfield to the junction
of the Parish boundaries of Winn, Bienville & Jackson):

PLUMBERS & PIPEFITTERS	16.35	4.35
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ACCOMPANYING AMENDMENT NO. 0003 TO SOLICITATION NO. DACA63-00-B-0016

PLUM0198B 01/01/2000

	Rates	Fringes
ASSUMPTION, EAST FELICIANA, IBERIA (East of Hwy 31 & Hwy 83), IBERVILLE, POINTE COUPEE, ST. HELENA, ST. MARY, TANGIPAHOA (Excluding Cities of Robert, Hammond, Ponchatoula, Tickfaw, Baptist & Pumpkin Center) & WEST FELICIANA PARISHES:		

PLUMBERS & STEAMFITTERS	17.56	3.81
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PLUM0247A 05/01/1999

	Rates	Fringes
AVOYELLES, CATAHOULA, CONCORDIA, EVANGELINE, GRANT, LA SALLE, NATCHITOCHES (City limits of Natchitoches, Hwy #6 to Hagedwood & Hwy #117), & VERNON (Ft. Polk & Hwy #117, south to Leesville) PARISHES:		

PLUMBERS & STEAMFITTERS:

Work where contract price of the
mechanical work is less than
\$3,000,000.00

16.05	3.30
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Work where contract price of the
mechanical work is more than
\$3,000,000.00

17.05	4.25
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PLUM0659A 07/01/1999

	Rates	Fringes
CALDWELL, EAST CARROLL, FRANKLIN, JACKSON, LINCOLN, MADISON, MOREHOUSE, OUACHITA, RICHLAND, TENSAS, UNION, WEST CARROLL & WINN (North of Hwy #84) PARISHES:		

PIPEFITTERS & STEAMFITTERS	15.50	3.40
PLUMBERS	15.50	3.40

SULA2004A 09/01/1987

	Rates	Fringes
CARPENTERS	10.37	
IRONWORKERS, STRUCTURAL	8.50	
LABORERS:		
Unskilled	5.69	
Pipelayers	6.46	
PILEDRIVERMEN	9.75	

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POWER EQUIPMENT OPERATORS:

Backhoes	9.17
Bulldozers	8.79
Front End Loaders	7.77

TRUCK DRIVERS	7.26
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WATER WELL DRILLERS	8.16	1.36
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WELDERS - Receive rate prescribed for craft performing operation
to which welding is incidental.
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Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates
listed under that identifier do not reflect collectively
bargained wage and fringe benefit rates. Other designations
indicate unions whose rates have been determined to be
prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can
be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a
position on a wage determination matter
- * a conformance (additional classification and rate)
ruling

On survey related matters, initial contact, including requests
for summaries of surveys, should be with the Wage and Hour
Regional Office for the area in which the survey was conducted
because those Regional Offices have responsibility for the
Davis-Bacon survey program. If the response from this initial
contact is not satisfactory, then the process described in 2.)
and 3.) should be followed.

With regard to any other matter not yet ripe for the formal
process described here, initial contact should be with the Branch

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of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

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**SECTION 00800
SPECIAL CONTRACT REQUIREMENTS**

Due to the recent conversion from the Standard Army Automated Contracting System (SAACONS) to the new Department of Defense's Standard Procurement System, Procurement Desktop Defense (PD²), the following clauses and other specific contract requirements you may have been accustomed to seeing in Section 0800, Special Contract Requirements, have been moved. The following chart represents those changes.

CLAUSES & OTHER REQUIREMENTS PREVIOUSLY LOCATION IN SECTION 00800		NEW LOCATION
FAR Clauses		
Commencement, Prosecution And Completion Of Work (Apr 1984)	52.211-10	Section 00700
Time Extensions (Apr 1984)	52.211-13	Section 00700
Variation In Estimated Quantity (Apr 1984)	52.211-18	Section 00700
Limitations On Subcontracting (Jan 1991)	52.219-14	Section 00700
Availability Of Funds (Apr 1984)	52.232-18	Section 00700
Availability And Use Of Utility Services (Apr 1984)	52.236-14	Section 00700
Quantity Surveys (Apr 1984)	52.236-16, Alternate I	Section 00700
DFARS Clauses		
Payment For Mobilization And Preparatory Work (Dec 1991)	252.236-7003	Section 00700
Payment For Mobilization And Demobilization (Dec 1991)	252.236-7004	Section 00700
Airfield Safety Precautions (Dec 1991)	252.236-7005	Section 00700
EFARS Clauses		
Equipment ownership and operating expense schedule	52.231-5000	Section 00700
Payment for materials delivered off-site	52.232-5000	Section 00700
Basis for Settlement of Proposals	52.249-5000	Section 00700
Other Specific Contract Requirements		
Time Extensions For Unusually Severe Weather (Oct 1989)		Section 01000
Payment For Utility Services (FAR 36.303(C)(6))		Section 01000
Superintendence Of Subcontractors		Section 01000
Coordination Of Construction With Cemetery Representatives		Section 01000
Damage To Work Alternate A/Alternate B		Section 01000

The clauses represented here may not be included in a particular solicitation, depending on the requirements. This list only represents changes made to the overall policy of clause location.

REQUIRED INSURANCE

Pursuant to FAR 28.307-2, the Contractor shall procure and maintain during the entire period of his performance under this contract the following minimum insurance:

- a. Workers' compensation and employers' liability insurance in compliance with applicable state statutes, with a minimum employers' liability coverage of \$100,000.
- b. Comprehensive general liability insurance for bodily injury in the minimum limits of \$500,000 per occurrence. No property damage liability insurance is required.
- c. Comprehensive automobile liability insurance covering the operation of all automobiles used in connection with the performance of the contract in the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. (See Contract Clause entitled Insurance--Work on a Government Installation)

HAZARDOUS MATERIALS ABATEMENT INSURANCE

- a. If hazardous materials (e.g. asbestos, lead-based paint, polychlorinated biphenyl (pcb) compounds) abatement/removal or any other work with hazardous materials is required under this contract and Comprehensive General Liability Insurance is required, the policy of insurance which covers the hazardous

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materials abatement/removal or other work with asbestos shall be a "per occurrence" policy as that term used in the insurance industry. A policy issued on a "claims made" basis or any other "short tail" basis will not be accepted.

b. The Comprehensive General Liability per occurrence policy shall be obtained by the prime Contractor if the hazardous materials abatement work is performed by the prime Contractor's own work force, or by an hazardous materials abatement subcontractor(s), if the hazardous materials abatement work is subcontracted. The Contractor shall insert in the subcontract a requirement for the hazardous materials abatement subcontractor(s) to provide and maintain the insurance required by this paragraph. The Contractor shall maintain a copy of the subcontractor's proof of required insurance, and shall make such copy available to the Contracting Officer upon request.

CONTRACT DRAWINGS, MAPS, AND SPECIFICATIONS

a. The Government will provide the Contractor, without charge, one set of contract drawings and one set of specifications in electronic format on a compact disk. It is the Contractor's responsibility to reproduce a set of contract drawings from this compact disk. The Government will not give the contractor any hard copy paper drawings or specifications for any contract resulting from this solicitation.

b. The Contractor shall--

1. Check all drawings furnished immediately upon receipt;
2. Compare all drawings and verify the figures before laying out the work;
3. Promptly notify the Contracting Officer of any discrepancies; and
4. Be responsible for any errors that might have been avoided by complying with this paragraph (b).

c. Large-scale drawings shall, in general, govern small-scale drawings. Figures marked on drawings shall, in general, be followed in preference to scale measurements.

d. Omissions from the drawings or specifications or the misdescription of details of work that are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work, but shall be performed as if fully and correctly set forth and described in the drawings and specifications.

e. The work shall conform to the specifications and the contract drawings identified as:

The list of drawings and maps set out in the index on the drawings is hereby incorporated by reference into these specifications. Schedules included in the drawings are for the purpose of defining requirements other than quantities.

SALVAGE MATERIALS AND EQUIPMENT

The Contractor shall maintain adequate property control records for all materials or equipment specified to be salvaged. These records may be in accordance with the Contractor's system of property control, if approved by the property administrator. The Contractor shall be responsible for the adequate storage and protection of all salvaged materials and equipment and shall replace, at no cost to the Government, all salvage materials and equipment which are broken or damaged during salvage operations as the result of his negligence, or while in his care.

YEAR 2000 COMPLIANCE

In accordance with FAR 39.106, the Contractor shall ensure that with respect to any design, construction, goods, or services under this contract as well as any subsequent task/delivery orders issued under this contract (if applicable), all information technology contained therein shall be Year 2000 compliant. Specifically the Contractor shall:

a. Perform, maintain, and provide an inventory of all major components to include structures, equipment, items, parts, and furnishings under this contract and each task/delivery order that may be affected by the Y2K compliance requirement.

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b. Indicate whether each component is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance.

REQUIRED INVENTORY OF INFORMATION TECHNOLOGY

In accordance with SCR-6, "Year 2000 Compliance", the inventory of all information technology, including embedded systems (i.e., microprocessor-based equipment) furnished under this contract which may be affected by the Year 2000 compliance requirement shall contain the following information:

- a. Contract number, project title, name of contractor
- b. Equipment name/label
- c. Indication on whether the information technology is currently Year 2000 compliant or requires an upgrade for compliance prior to government acceptance
- d. Manufacturer's model/serial number and date manufactured
- e. Specific location of equipment, i.e., building/room number
- f. If equipment is a controller only, indicate what other equipment is controlled by this controller
- g. Interoperability: identify any other equipment that is sending/receiving information to monitor or control said equipment
- h. If a PC, including laptop, is required to program, update data, etc., of said equipment, provide PC specifications, operating software name and version number
- i. Method used to determine Y2K compliance, i.e., field test, manufacturer's Statement of Compliance, etc.

See Appendix A at Section 00800 for a list of examples of embedded systems.

CORRESPONDENCE IDENTIFICATION

a. The Contractor shall use a serial numbering system on all formal correspondence sent to the Contracting Officer or his representative. The Contractor will provide one original and two duplicate copies of all correspondence.

b. The Contractor may use a Request for Information (RFI) system for drawing/specification clarifications, subject to the following conditions:

1. The Contractor shall use a sequential numbering system for all RFI's separate and apart from the correspondence numbering system.
2. The Contractor shall provide one original and two copies of all RFI's.
3. The Contractor shall designate ONE individual responsible person, subject to approval by the Contracting Officer, for reviewing and issuing RFI's.
4. For projects requiring Network Analysis Systems (NAS), all RFI's shall identify the NAS activities directly or indirectly affected by the RFI on the progress schedule. The Contractor should anticipate a minimum of 10 calendar days for Government review and response.
5. No requests for deviations or variations from the contract by RFI will be allowed. Deviations/variations are to be submitted on ENG Form 4025 as described in Section 01330 Submittal Procedures.
6. The use of RFI's does not relieve the Contractor of the responsibility for reviewing the contract documents and coordinating the work to be performed. If the Contracting Officer determines that the RFI system is being used for other than its intended purpose, the Contracting Officer has the authority to discontinue the use of the RFI's for the remainder of the contract.

EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

Whenever a contract or modification of contract price is negotiated, the Contractor's cost proposals for equipment ownership and operating expenses shall be determined in accordance with the requirements of EFARS 52.213-5000, EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE. Interested parties may purchase copies of EP 1110-1-8 (Volumes 1 through 12) by phoning (202) 783-3238, or by writing "Superintendent of Documents U.S. Government Printing Office, Washington, D.C. 20402." Major

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credit cards are accepted. An electronic copy of this publication may be found the US Army Corps of Engineers Publication web site at <http://www.usace.army.mil/inet/usace-docs/new-pubs/newep's.htm>.

VALUE ENGINEERING CONTRACTOR PROPOSAL - VECP (AUG 86)

- a. Reference the Contract Clause "VALUE ENGINEERING - CONSTRUCTION."
- b. After receipt of an approved VECP modification signed by the Contracting Officer, the Contractor may include its share of the Instant Contract Savings as part of the next scheduled Progress Payment estimate.
- c. Payment of the Contractor's share of the Instant Contract Savings may be withheld at the discretion of the Contracting Officer, until a revised NAS or BAR CHART for the affected activity has been submitted and approved.

TASK AND DELIVERY ORDER CONTRACT OMBUDSMAN

FAR 16.505 (b)(6) states "The head of the agency shall designate a task order contract and delivery order contract ombudsman who shall be responsible for reviewing complaints from contractors on task order contracts and delivery order contracts. The ombudsman shall review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. The ombudsman shall be a senior agency official who is independent of the contracting officer and may be the agency's competition advocate."

For all U.S. Army Corps of Engineer Activities the ombudsman is LTC(P) Carl D. Owens, Office of Principle Assistant for Contracting (OPARC).

AM #0001 CONTRACT VALUE

AM #0003 The guaranteed minimum quantity of work which will be required under this contract, and which will be initiated by one or more task orders, will be no less than \$40,000.00 for the Base Period, and \$20,000.00 for the Option Period.

The estimated dollar value of the initial contract is \$2,000,000 for the base period and each option period. The not-to-exceed amount for the life of the contract is \$10,000,000.

If the Government's requirements for the services set forth in this IFB do not result in orders in the amount described above, the event shall not constitute the basis for an equitable price adjustment under this contract.

SECTION 01020

DESCRIPTIONS OF BID ITEMS AND DRAWING DETAILS

General Requirements

It is anticipated that costs for all general requirements of the proposed construction contract are included in each bid item. The Contractor's costs for each bid item are expected to include furnishing all labor, materials, equipment, insurance, bond, administrative, supervisory, scheduling, quality control, incidental services, support operations, temporary facilities and controls, temporary utilities, safety measures, control of ground water and surface water, site preparation, removal and off post disposal of materials and debris, clean up and site restoration as required by the contract documents to perform all work for the full completion of each bid item incorporated into the contract for this project.

Further, the costs are expected to include, but are not limited to, furnishing off post facilities for offices; for delivery, storage, laydown, and staging areas for construction materials and equipment; and parking space for employees, subcontractors, and vendors. It also includes all requirements for the necessary safeguards and protection of persons from danger within and near the work areas.

Bid Items

The following is a brief description of the proposed construction bid items to assist in making clear the actual scope of the work within each one, including specific work elements that are part of the item, identification of other related work, and the method of payment.

Ft Polk IDQ, Roads And Drainage

FPRD2

BID ITEM 1

Drawing: none

STORM WATER POLLUTION PREVENTION PLAN (DO NOT INCLUDE PRICE IN BID SCHEDULE)

This Bid Item consists of labor, materials, equipment and incidentals necessary to provide erosion and sediment control for the duration of the construction period including furnishing, installing and maintaining erosion and sediment control structures and procedures along with the proper removal when no longer required. This Bid Item consists of all costs associated with adhering to all State, Federal and Local requirements associated with necessary Storm Water Pollution Plan. Payment for this Bid Item will be Lump Sum and negotiated for each delivery order.

BID ITEM 2

Drawing: None

EARTH BERMS

This bid item is for the construction and temporary turbing of earthen berms used as erosion control devices. Payment for this Bid Item will be per linear meter of earthen berm.

BID ITEM 3

Drawing: None

INSTALL AND REMOVE HAY BALES

This bid item consists of providing and staking down square hay bales used as erosion control devices. This item also includes the removal after use. Payment for this Bid Item will be per bale of hay.

BID ITEM 4

Drawing: None

SEDIMENT BASINS

This bid item consists of excavation of pits. The excavated material will be used to construct an earthen berm on two sides of the pit. Two to three hay bales will be staked at the back side. These will be used at the end of the turn-out and ditches as erosion control devices. Payment for this Bid item will be per sediment basin.

Ft Polk IDQ, Roads And Drainage

FPRD2

BID ITEM 5

Drawing: None

DUST CONTROL

This bid item will consist of the watering of the site. This watering will be done by way of a water truck. The water is to be furnished by the government. Payment for this Bid Item will be per hour.

BID ITEM 6

Drawing: None

TEMPORARY MULCH

This bid item will be used for the temporary stabilization of soil for erosion control. It will include the blowing and crimping of hay. Payment for this Bid Item will be by the hectare.

BID ITEM 7

Drawing: None

SURVEY CREW

This bid item will consist of the services of a three-man survey crew. It will include all equipment and material necessary to do surveys in the field. Payment for this Bid item will be per hour.

BID ITEMS 8

Drawing: none

REMOVE CONCRETE CURB

This Bid Item consists of removing existing doweled curb on pavement or other simple concrete curbs that need to be replaced because of damage due to erosion or because of access for other work. Two saw cuts and disposal of the broken concrete debris are incidental and included in this item. Payment will be by linear meter.

BID ITEM 9

Drawing: none

REMOVE CONCRETE CURB AND GUTTER

This Bid Item consists of removing existing integral concrete curb and gutter sections, typical for asphaltic pavements, that need to be replaced because of damage due to erosion or because of access for other work to be done. Any damage to the adjacent asphaltic pavement, vegetation, or other elements will be repaired or replaced as a part of this bid item. Disposal of the broken concrete debris is incidental and included in this item. Payment will be by linear meter.

Ft Polk IDQ, Roads And Drainage

FPRD2

BID ITEM 10

Drawing: none

MISCELLANEOUS CONCRETE SAW CUT

This Bid Item consists of saw cuts in existing concrete pavements for streets, driveways, walkways, and other slabs where portions need to be removed because of damage due to erosion or because of access for other work to be done. The actual demolition and removal of the concrete is included in another bid item. Payment will be by linear meter.

BID ITEM 11

Drawing: none

MISCELLANEOUS ASPHALTIC SAW CUT

This Bid Item consists of sawcuts in existing asphaltic pavements for streets, driveways, walkways, and other slabs where portions need to be removed because of damage due to erosion or because of access for other work to be done. The actual demolition and removal of the asphaltic pavement is included in another bid item. Payment will be by linear meter.

BID ITEM 12

Drawing: none

REMOVE CONCRETE PAVEMENT (25-254m)

This Bid Item consists of removing existing concrete pavements for streets and other slabs where portions need to be removed because of damage due to erosion or because of access for other work to be done. Disposal of the broken concrete and other debris is incidental and included in this item. Payment will be by the square meter.

BID ITEM 13

Drawing: none

REMOVE ASPHALTIC PAVEMENT (25-254mm)

This Bid Item consists of removing existing asphaltic pavements for streets, driveways, walkways, and other locations where portions need to be removed because of damage due to erosion or because of access for other work to be done. Disposal of the broken asphaltic pavement and other debris is incidental and included in this item. Payment will be by the square meter.

Ft Polk IDQ, Roads And Drainage

FPRD2

BID ITEM 14

Drawing: none

REMOVE CONCRETE / MASONRY STRUCTURES

This Bid Item consists of removing existing concrete structures, including but not limited to concrete swales, slope pavement, inlets, headwalls and aprons, rubble, and any other broken concrete and structures not specifically identified, but need to be removed because of damage due to erosion or because of access for other work to be done. Disposal of the broken concrete and other debris is incidental and included in this item. Payment will be by the cubic meter of concrete in place.

BID ITEM 15

Drawing: none

BUSH HOGGING

This Bid Item consists of mowing and clearing of brush and vegetative growth within an area of work, generally within road right-of-ways. Trees larger than 25mm caliper will be removed under separate bid items. Also, individual trees may be selected within the area to be saved and will be protected. Payment for bush hogging will be by the hectare.

BID ITEM 16

Drawing: none

REMOVE CONCRETE SIDEWALK

This Bid Item consists of removing existing concrete sidewalks where portions need to be removed because of damage due to erosion or because of access for other work to be done. Disposal of the broken concrete and other debris is incidental and included in this item. Payment will be by the square meter.

BID ITEM 17

Drawing: none

REMOVE CONCRETE DRIVEWAY

This Bid Item consists of removing existing concrete driveways where portions need to be removed because of damage due to erosion, grades are incorrect and causing drainage problems, or because of access for other work to be done. Disposal of the broken concrete and other debris is incidental and included in this item. Payment will be by the square meter.

Ft Polk IDQ, Roads And Drainage

FPRD2

BID ITEM 18 AND 19

Drawing: none

REMOVE STORM SEWER (305-457mm) and (610-914mm)

These Bid Items consist of removing existing storm sewers of different sizes where portions need to be removed because of damage due to erosion, grades are incorrect and causing drainage problems, because of access for other work to be done, or because of needing replacement by larger pipes. Storm sewers to be removed may be reinforced concrete pipe or corrugated metal pipe. Disposal of the pipe and other debris is incidental and included in this item. Payment will be by the linear meter.

BID ITEM 20

Drawing: none

REMOVE EXISTING TREE STUMP

This Bid Item consists of removal and disposal of any existing tree stump and all roots that are in the area of work. Backfilling of any holes is included in this item as incidental to this work. Payment will be by each location for any size.

BID ITEMS 21 - 38

Drawing: none

REMOVE TREES

These Bid Items consist of removal and disposal of various size trees within the calipers indicated. Removal and off site disposal of each tree, stump, all roots larger than 100 mm in diameter, and backfilling of any holes are all included in this item as incidental to this work. Payment will be by each tree within the caliper range indicated.

BID ITEMS 39 - 41

Drawing: none

CLEARING AND GRUBBING

These Bid Items are for three different situations; 1) burning allowed, 2) offsite removal with no burning allowed, and 3) new road construction on US Forest Service land. Cleared vegetation on US Forest Service land is to be laid outside the right of way limits as specified. Payment will be per hectare.

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BID ITEM 42

Drawing: none

REMOVE SHRUB

This Bid Item consists of removal and off post disposal of any shrub as indicated on the drawings. These shrubs. Payment will be for each shrub removed.

BID ITEM 43

Drawing: none

PROVIDE GENERAL EXCAVATION (CUT/FILL BALANCE)

This Bid Item consists of all common site excavation that is not incidental and included in other bid items. Excavation will be unclassified regardless of the nature of material encountered. It may include either a small amount or possibly a large amount of earth material removal. Payment will be by the cubic meter of material in place. The extent of excavation will be shown on the detailed site drawings as required for the existing conditions and proposed drainage improvements and erosion control.

BID ITEM 44

Drawing: none

CONSTRUCT SELECT BACKFILL

This Bid Item consists of specified and approved select fill material from an offsite borrow site or pit and placed in loose lifts not to exceed 200mm and compacted as specified. Payment will be by the cubic meter of material in place.

BID ITEM 45

DISPOSE EXCESS EXCAVATED MATERIAL

This Bid Item consists of the offsite hauling and disposal of excess unclassified material from general site excavation projects. Payment will be by the cubic meter of material.

BID ITEM 46

Drawing: none

DESILT EXISTING STORM SEWER STRUCTURES

This Bid Item consists of removal and disposal of silt, vegetation, and debris out of existing earthen or concrete lined drainage channel or structure. Payment will be by the square meter of material up to 150mm deep, as determined to be present within the structure and indicated on the drawings.

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BID ITEM 47

Drawing: none

INSTALL GEOTEXTILES FOR EROSION CONTROL

This Bid Item consists of the installation of geotextiles in accordance with Technical Specification 02274 used for separation and filter applications beneath erosion control structures, such as riprap and precast concrete block systems in open channels or other locations. Payment will be by square meter.

BID ITEM 48

Drawing: none

INSTALL SOIL RETENTION BLANKET

This Bid Item consists of the installation of soil retention blankets in accordance with Texas Department of Transportation Specification Item 169. Payment will be by square meter.

BID ITEM 49 - 54

Drawing: none

INSTALL GEOGRID FOR SOIL STABILIZATION

This Bid Item consists of the installation of geogrids for soil stabilization purposes in conjunction with roadways and parking areas and in soft ground stabilization techniques for embankment construction in accordance with Technical Specification 02265. Payment will be by the square meter.

BID ITEM 55

Sequence No. 1

CONSTRUCT TYPE "A" INLET

This Bid Item consists of the complete installation of a new Type A drainage inlet. It may be a new location or the replacement of an existing one. This item includes all excavation, form work, reinforcing steel, concrete, mortar fill, cast iron frame and grate, specified backfill, and all other work adjacent and incidental that may not already be included in general conditions to provide for a complete and finished installation. The item does not include removal of an existing drainage inlet which is provided under another bid item. There may be a need for this type of area inlet in

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some locations where other inlets are not appropriate or practical. The depth of each inlet may vary depending upon the size of the largest pipe. Payment will be for each location.

BID ITEM 56

Sequence No. 2

CONSTRUCT TYPE "B" INLET

This Bid Item consists of the complete installation of a new Type B drainage inlet. It may be a new location or the replacement of an existing one. This item includes all excavation, form work, reinforcing steel, concrete, mortar fill, cast iron frame and grate, specified backfill, and all other work adjacent and incidental that may not already be included in general conditions to provide for a complete and finished installation. The item does not include removal of an existing drainage inlet which is provided under another bid item, nor does it include cutting and removal of pavement and curbs for a new location. The depth of each inlet may vary depending upon the size of the largest pipe. Payment will be for each location.

BID ITEM 57

Sequence No. 3

CONSTRUCT TYPE "BB" INLET

This Bid Item consists of the complete installation of a new Type B-B drainage inlet that is similar to the Type B, but is a double inlet and twice the size. It may be a new location or the replacement of an existing one. This item includes all excavation, form work, reinforcing steel, concrete, mortar fill, cast iron frame and grate, specified backfill, and all other work adjacent and incidental that may not already be included in general conditions to provide for a complete and finished installation. The item does not include removal of an existing drainage inlet which is provided under another bid item, nor does it include cutting and removal of pavement and curbs for a new location. The depth of each inlet may vary depending upon the size of the largest pipe. Payment will be for each location.

BID ITEMS 58 - 63

Sequence No. 4 and Sequence No. 5

CONSTRUCT TYPE "C-1", "C-2", "C-3", "C-4", "C-5", "C-6" INLET

These Bid Items consist of the complete installation of new Type C-1, C-2, C-3, C-4, C-5, or C-6 drainage inlets. The variations are the size and number of openings in the curb. It may be a new location or the replacement of an existing one. The Contractor has the option of installing cast-in-place concrete or precast units. This item includes all excavation, prefabrication, form work,

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reinforcing steel, concrete, mortar fill, cast iron manhole frame and cover, specified backfill, and all other work adjacent and incidental that may not already be included in general conditions to provide for a complete and finished installation. The item does not include removal of an existing drainage inlet which is provided under another bid item, nor does it include cutting and removal of pavement and curbs for a new location. The depth of each inlet may vary depending upon the size of the largest pipe. Payment will be for each location for each type.

BID ITEM 64

Sequence No. 6

CONSTRUCT TYPE "D" INLET

This Bid Item consists of the complete installation of a new Type D drainage inlet. It may be a new location or the replacement of an existing one. This item includes all excavation, form work, reinforcing steel, concrete, mortar fill, cast iron manhole frame and cover, specified backfill, and all other work adjacent and incidental that may not already be included in general conditions to provide for a complete and finished installation. The item does not include removal of an existing drainage inlet which is provided under another bid item. The depth of each inlet may vary depending upon the size of the largest pipe. Payment will be for each location.

BID ITEMS 65 - 67

Sequence No. 7

CONSTRUCT TYPE "A", "B", "C" BEEHIVE INLET

These Bid Items consist of the complete installation of a new beehive Type A, B, or C drainage inlet. The variations are the sizes of the cast iron inlet grate. It may be a new location or the replacement of an existing one. This item includes all excavation, form work, reinforcing steel, concrete, mortar fill, cast iron inlet frame and gate, specified backfill, and all other work adjacent and incidental that may not already be included in general conditions to provide for a complete and finished installation. The item does not include removal of an existing drainage inlet which is provided under another bid item, nor does it include cutting and removal of pavement and curbs for a new location. The depth of each inlet may vary depending upon the size of the largest pipe. Payment will be for each location for each type.

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BID ITEMS 68 - 70

Sequence No. 8

CONSTRUCT CONCRETE HEADWALL (305-457mm PIPE) (610-762mm PIPE)
(914-1219mm PIPE)

These Bid Items consist of cast-in-place reinforced concrete headwalls for storm drainage piping in two size groups as indicated. It includes all excavation, stabilizing subgrade, forms, reinforcing steel, concrete, finishing, curing, and testing. Payment will be by each location complete for each size pipe.

BID ITEM 71

Sequence No. 9

CONSTRUCT DITCH / SWALE INLET STRUCTURE

This Bid Item consists of a concrete inlet structure located at the end of a ditch or swale to transfer water into an underground pipe or to transfer water from an upper level to a lower level. Payment will be for each complete structure.

BID ITEM 72

Sequence No. 10

CONSTRUCT BACKSLOPE INTERCEPTOR STRUCTURE

This Bid Item consists of a concrete inlet structure similar to the ditch/swale interceptor structure except it will be located within a ditch/swale. Payment will be for each complete structure.

BID ITEM 73

Sequence No. 11

CONSTRUCT CONCRETE MANHOLE (0 - 1.5M DEPTH)

This Bid Item consists of shallow depth concrete manholes up to five feet deep. The Contractor has the option of installing cast-in-place concrete or precast units. Each manhole will be for any size of pipes within the pipe groups indicated. The bid item includes all excavation, prefabrication and shipping, forming, reinforcement, concrete, accessories, manhole frame and cover, cement stabilized and other backfill materials, mortar, and all incidentals necessary to complete the installation. Payment will be for each one installed complete.

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BID ITEM 74

Sequence No. 12

CONSTRUCT CONCRETE MANHOLE (< 1.5 - 2.4M DEPTH)

This Bid Item consists of deep concrete manholes greater than 1.5 and up to 2.4 meters deep. The Contractor has the option of installing cast-in-place concrete or precast units. Each manhole will be for any size of pipes. The bid item includes all excavation, prefabrication and shipping, forming, reinforcement, concrete, accessories, manhole frame and cover, cement stabilized and other backfill materials, mortar, and all incidentals necessary to complete the installation. Payment will be for each one installed complete.

BID ITEM 75 (OVER 203MM)

Drawing: none

CONSTRUCT MANHOLE EXTRA DEPTH

This Bid Item consists of extra depth of concrete manholes greater than 2.4 meters deep. Payment will be a unit price for each additional meter of depth greater than 2.4 meters.

BID ITEM 76

Sequence No. 13

INSTALL MANHOLE FRAME & COVER

This Bid Item consists of a 203mm diameter standard manhole frame and cover that may be needed for a special structure not included in other bid items. Payment will be for each one used.

BID ITEM 77

Drawing: No. 14

INSTALL INLET FRAME & COVER

This Bid Item consists of a 203mm diameter standard drainage inlet frame and grate, similar to the one used for Drainage Inlet - Type A, that may be needed for a special structure not included in other bid items. Payment will be for each one used.

BID ITEM 78

Drawing: none

ADJUST INLET RING & GRATE TO NEW GRADE

This Bid Item consists of removing the top of an existing drainage inlet and a section of the inlet in order to lower or raise it to a new grade. Payment will be by each location.

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BID ITEM 79

Drawing: none

ADJUST MANHOLE RING & LID TO NEW GRADE

This Bid Item consists of removing the top of an existing manhole and a section of the manhole in order to lower or raise to a new grade. Payment will be by each location.

BID ITEMS 80 - 92

Sequence No. 15

INSTALL RCP (0 - 1.8M CUT IN SATISFACTORY SOIL)

These Bid Items consist of several different sizes of RCP installed in satisfactory soil conditions up to 1.8 meters deep as indicated on the drawings. It includes all excavation, backfill, and pipe. Payment will be by linear meter for each size of pipe indicated.

BID ITEMS 93 - 105

Sequence No. 15

INSTALL RCP IN SATISFACTORY SOIL (BETWEEN 1.8 - 3.7M CUT)

These Bid Items consist of several different sizes of RCP installed in satisfactory soil conditions, as indicated on the drawings, for depths over 1.8 and up to 3.7 meters deep. It includes all excavation and backfill, additional precautions because of trench depths, and pipe. Payment will be by linear meter for each size of pipe indicated.

BID ITEMS 106 - 118

Sequence No. 15

INSTALL RCP IN SATISFACTORY SOIL (BETWEEN 3.7 - 6.1M CUT)

These Bid Items consist of several different sizes of RCP installed in satisfactory soil conditions as indicated on the drawings for depths over 3.7 and up to 6.1 meters deep. It includes all excavation and backfill, additional precautions because of trench depths, and pipe. Payment will be by linear meter for each size of pipe indicated.

BID ITEMS 119 - 131

Sequence No. 16

INSTALL RCP IN UNSATISFACTORY SOIL (0 - 1.8M CUT)

These Bid Items consist of several different sizes of RCP installed in unsatisfactory soil conditions as indicated on the drawings. It includes all excavation and backfill, reinforced concrete seal slab, and pipe. Payment will be by linear meter for each size of pipe indicated.

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BID ITEMS 132 - 144

Sequence No. 16

INSTALL RCP IN UNSATISFACTORY SOIL (1.8 - 3.7M CUT)

These Bid Items consist of several different sizes of RCP installed in unsatisfactory soil conditions as indicated on the drawings. It includes all excavation and backfill, reinforced concrete seal slab, and pipe. Payment will be by linear meter for each size of pipe indicated.

BID ITEMS 145 - 157

Sequence No. 16

INSTALL RCP IN UNSATISFACTORY SOIL (3.7 - 6.1M CUT)

These Bid Items consist of several different sizes of RCP installed in unsatisfactory soil conditions as indicated on the drawings. It includes all excavation and backfill, reinforced concrete seal slab, and pipe. Payment will be by linear meter for each size of pipe indicated.

BID ITEMS 158 - 160

Similar to Sequence No. 15

INSTALL PVC PIPE (0 - 1.8M CUT)

These Bid Items consist of several different sizes of PVC pipe installed in satisfactory soil conditions up to 1.8 meters deep as indicated on the drawings. It includes all excavation and backfill, and pipe. Payment will be by linear meter for each size of pipe indicated.

BID ITEMS 161 - 163

Similar to Sequence No. 15

INSTALL PVC PIPE (OVER 1.8 To 3.7M CUT)

These Bid Items consist of several different sizes of RCP installed in satisfactory soil conditions as indicated on the drawings. It includes all excavation and backfill, additional precautions because of trench depths, reinforced concrete seal slab, and pipe. Payment will be by linear feet for each size of pipe indicated.

BID ITEM 164

Sequence No. 17

AUGER 102 - 254MM PVC PIPE (0-3.7M AUGER PIT DEPTH)

This Bid Item consists of 102 to 254mm PVC pipe installed under pavements by the auger method to maintain streets open for traffic, emergencies, and fire protection. It includes all excavation,

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backfill, additional precautions because of trench depths, and pipe. Payment will be by linear meter for each size of pipe indicated.

BID ITEM 165

Sequence No. 17

AUGER 305 - 457mm PVC PIPE (0-3.7M AUGER PIT DEPTH)

This Bid Item consists of 305 to 457mm PVC pipe installed under pavements by the auger method to maintain streets open for traffic, emergencies, and fire protection. It includes all excavation, backfill, additional precautions because of trench depths, and pipe. Payment will be by linear meter for each size of pipe indicated.

BID ITEM 166

Sequence No. 17

AUGER 610mm PVC PIPE (0-3.7M AUGER PIT DEPTH)

This Bid Item consists of 610mm PVC pipe installed under pavements by the auger method to maintain streets open for traffic, emergencies, and fire protection. It includes all excavation, backfill, additional precautions because of trench depths, and pipe. Payment will be by linear meter for each size of pipe indicated.

BID ITEM 167

Similar to Sequence No. 17

BORE & JACK 305mm RCP PIPE (0-3.7M PIT DEPTH)

This Bid Item consists of 305mm Reinforced Concrete Pipe installed under pavements by the bore & jack method to maintain streets open for traffic, emergencies, and fire protection. It includes all excavation, backfill, additional precautions because of trench depths, and pipe. Payment will be by linear meter for each size of pipe indicated.

BID ITEM 168

Similar to Sequence No. 17

BORE & JACK 457mm RCP PIPE (0-3.7M PIT DEPTH)

This Bid Item consists of 457mm Reinforced Concrete Pipe installed under pavements by the bore & jack method to maintain streets open for traffic, emergencies, and fire protection. It includes all

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excavation, backfill, additional precautions because of trench depths, and pipe. Payment will be by linear meter for each size of pipe indicated.

BID ITEM 169

Similar to Sequence No. 17

BORE & JACK 610mm RCP PIPE (0-3.7M PIT DEPTH)

This Bid Item consists of 610mm Reinforced Concrete Pipe installed under pavements by the bore & jack method to maintain streets open for traffic, emergencies, and fire protection. It includes all excavation, backfill, additional precautions because of trench depths, and pipe. Payment will be by linear meter for each size of pipe indicated.

BID ITEM 170

Sequence No. 18

REPAIR ASPHALTIC PAVEMENT

This Bid Item consists of asphaltic pavement repair where there is an open cut for a pipe crossing, or other location. The installation of pipe under the pavement is a separate bid item. Payment for asphaltic pavement repair is on the square meter basis.

BID ITEMS 171 - 173

Sequence No. 19

PLACE ASPHALTIC PAVEMENT

Thess Bid Items consist of prime coat, tack coat, and pavement surface course of a compacted mixture of graded coarse and fine aggregates and asphaltic material as specified. Payment is on the square meter basis.

BID ITEM 174

Sequence No. 20

INSTALL REINFORCED CONCRETE CURB & GUTTER

This Bid Item includes either the reinforced concrete monolithic curb and gutter and the mountable curb type. It includes preparation of subgrade, forms, reinforcing steel, expansion joint materials, concrete, finishing, and curing. Payment will be by linear meter.

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BID ITEM 175

Sequence No. 21

REPAIR REINFORCED CONCRETE PAVEMENT

This Bid Item consists of concrete pavement repair where there is an open cut for a pipe crossing, or other location. This item includes saw cutting, concrete removal, new concrete, reinforcing steel, and joint sealant. The installation of pipe under the pavement is a separate bid item. Payment for concrete pavement repair is on the square meter basis.

BID ITEMS 176 - 178

Sequence No. 22

CONSTRUCT REINFORCED CONCRETE PAVEMENT 152, 203, and 254mm depth

These Bid Items consist of portland cement concrete pavements (excluding turning pads and low water crossings covered in other Bid Items) in several thicknesses as indicated on the drawing and as specified. Included are all side forms, reinforcing steel and supports, dowels for curbs, expansion joint materials, control joints, finishing, curing, and testing. Payment is on the square meter basis for each thickness indicated.

BID ITEM 179

Sequence No. 23

CONSTRUCT REINFORCED CONCRETE SIDEWALK

This Bid Item consists of reinforced portland cement concrete walks along streets and in other locations. It includes preparation of the graded and compacted subgrade, cement stabilized sand base, all side forms, reinforcing steel and supports, expansion and contraction joints, control joints, finishing, curing, and testing. Payment is on the square meter basis.

BID ITEM 180

Sequence No. 24

CONSTRUCT SIDEWALK UNDERDRAIN & COVER

This Bid Item consists of the construction of a special section of cast-in-place reinforced concrete with a steel plate cover for drainage under a sidewalk. Payment will be for each location.

BID ITEM 181

Sequence No. 25

CONSTRUCT CONCRETE SWALE - Type "A"

This Bid Item consists of a cast-in-place reinforced concrete swale as shown on the drawings. Payment will be by linear meter.

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BID ITEM 182

Sequence No. 26

CONSTRUCT CONCRETE SWALE - TYPE "B"

This Bid Item consists of a cast-in-place reinforced concrete swale that varies in width. Payment will be by the square meter.

BID ITEM 183

Sequence No. 27

CONSTRUCT GRASS SWALE

This Bid Item consists of grading of a drainage swale within the housing area as located on the detailed site drawings. Payment will be by the linear meter. Solid sod grass is included in this pay item.

BID ITEM 184

Sequence No. 28

CONSTRUCT CONCRETE TRAPEZOIDAL DITCH

This bid item consist of grading and constructing the drainage ditch in accordance with the drawings. Payment is by the square meter.

BID ITEM 185

Sequence No. 29

CONSTRUCT GRASS TRAPEZOIDAL DITCH

This bid item consist of grading and constructing the drainage ditch in accordance with the drawings. Payment is by the square meter.

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BID ITEMS 186 - 188

Drawing: none

PLACE TOPSOIL

These Bid Items consist of furnishing and spreading topsoil in all areas designated by the drawings for separate bid items and the detailed site drawing. Payment will be by the square meter for the placed and compacted into place.

BID ITEMS 189 - 191

Drawing: none

PLACE HYDROMULCH SEEDING

These Bid Items consist of seeding, fertilizing, mulching, and maintaining of areas as specified and as indicated on the detailed site drawings. It includes verification of placement and raking for preparation of topsoil before applying the hydromulch seeding. Payment will be on a square meter basis.

BID ITEMS 192 - 194

Drawing: None

ESTABLISHMENT OF TURF

These Bid Items consist of seeding, fertilizing, mulching, and maintaining of areas as specified and as indicated on the detailed site drawings. It includes verification of placement and raking for preparation of topsoil before establishment of turf. Payment will be on a square meter basis.

BID ITEMS 195 - 196

Drawing: none

PLACE SOLID SODDING

These Bid Items consist of furnishing and installing solid sod grass in areas that are disturbed by other work or designated on the drawings to receive solid sod. It includes verification of placement and raking for preparation of topsoil, furnishing and applying bank sand, fertilizer, tamping and rolling, watering and mowing as specified. Payment will be on a square meter basis.

BID ITEM 197

Drawing: none

POINT REPAIR STORM SEWER (305 - 610mm)

This Bid Item consists of excavation and repair of broken or open joints in 305 - 610mm RCP, and backfill in accordance with section 02763 of the specifications. Payment will be for each location.

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BID ITEM 198

Drawing: none

POINT REPAIR STORM SEWER (762 - 1372mm)

This Bid Item consists of excavation and repair of broken or open joints in 762 - 1372mm RCP, and backfill in accordance with section 02763 of the specifications. Payment will be for each location.

BID ITEM 199

Drawing: none

REMOVE CHAIN-LINK FENCE

This Bid Item consists of the removal of existing chain-link fences in order to prepare for new grading elevations for proper drainage of yard areas. Payment for removal and disposal of existing chain-link fencing will be done by linear meter of fence. Replacement of the fence will be done by a separate bid item listed elsewhere.

BID ITEM 200

Sequence No. 30

INSTALL CHAIN LINK FENCE

This Bid Item consists of the installation of chain-link fencing, including new posts set into concrete footings, diamond mesh, gate, and all other work adjacent and incidental that is required for a complete and finished installation. This detail will be used where a limited amount of fence is to be replaced. Payment will be by linear meter of fence.

BID ITEM 201

Sequence No. 31

INSTALL CHAIN LINK FENCE & CONCRETE CURB

This Bid Item consists of the installation of chain-link fencing, including new posts set into concrete footings, a continuous reinforced concrete curb set flush with the ground, diamond mesh, gate, and all other work adjacent and incidental that is required for a complete and finished installation. Payment will be by linear meter of fence.

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BID ITEM 202

Drawing: none

REMOVE WOODEN FENCE

This Bid Item consists of the removal of existing wood fencing and posts, including any concrete supports, to allow for other work to be done for the drainage and erosion control. Off post disposal of all materials is the responsibility of the Contractor. Replacement of the fence will be done by a separate bid item listed elsewhere. Payment for removal and disposal of the entire existing wood fencing system will be done by linear meter of fence.

BID ITEM 203

Sequence No. 32

INSTALL WOODEN FENCE

This Bid Item consists of the installation of new wood fencing, including new steel posts set into concrete footings, gate, and all other work adjacent and incidental that is required for a complete and finished installation. This item detail is similar to the bid item for chain link fencing. While the steel posts are identical, the only difference is the wood shadow box instead of diamond mesh. Payment will be by linear meter of fence.

BID ITEM 204

Sequence No. 33

INSTALL WOODEN FENCE WITH CONCRETE CURB

This Bid Item consists of the installation of new wood fencing, including new steel posts set into concrete footings, a continuous reinforced concrete curb, gate, and all other work adjacent and incidental that is required for a complete and finished installation. This item detail is similar to the bid item for chain link fencing. While the concrete curb and the steel posts are identical, the only difference is the wood shadow box instead of diamond mesh. Payment will be by linear meter.

BID ITEM 205

Sequence No. 34

CONSTRUCT TYPE "A" CONCRETE RETAINING WALL

This Bid Item consists of the installation of a low concrete retaining walls. The item includes all excavation, form work, reinforcing steel, concrete, filter fabric and drainage fill or prefabricated geotechnical foundation drainage system, weep holes, select backfill, as indicated on the drawings,

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and all other work adjacent and incidental that is required for a complete and finished installation.
Payment will be by linear meter.

BID ITEM 206

Sequence No. 35

CONSTRUCT CONCRETE TYPE "A" RETAINING WALL & CHAIN LINK FENCE

This Bid Item is identical to the Type "A" Concrete Retaining Wall, except that a chain link fence is included consisting of new steel posts and new diamond mesh. Payment will be by linear meter.

BID ITEM 207

Sequence No. 36

CONSTRUCT TYPE "A" CONCRETE RETAINING WALL & WOOD FENCE

This Bid Item includes a wood fence. Payment will be by linear meter.

BID ITEM 208

Sequence No. 37

CONSTRUCT TYPE "B" CONCRETE RETAINING WALL & CHAIN LINK FENCE

This Bid Item is similar except that the concrete retaining wall is higher where it may be needed. The chain link fence is only 0.9 meters high and primarily functions as a safety barrier. Payment will be by linear meter.

BID ITEM 209

Sequence No. 38

CONSTRUCT TYPE "B" CONCRETE RETAINING WALL & WOOD FENCE

This Bid Item includes a wood fence. Payment will be by linear meter.

BID ITEM 210

Sequence No. 39

CONSTRUCT TYPE "C" CONCRETE RETAINING WALL & CHAIN LINK FENCE

This Bid Item consists of a cast-in-place reinforced concrete retaining wall that incorporates a drainage channel at the top to intercept water flowing from the hillside above. It includes all excavation, form work, reinforcing steel, concrete, filter fabric and drainage fill or prefabricated geotechnical foundation drainage system, weep holes, select backfill, and all other work adjacent and incidental that may not already be included in general conditions to provide for a complete and

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finished installation. The height of the wall may vary between 1.2 and 1.8meters high. Payment will be by linear meter of wall.

BID ITEM 211

Sequence No. 40

CONSTRUCT TYPE "D1" RETAINING WALL

This Bid Item consists of a system of prefabricated concrete masonry units interlocked together to form low retaining walls of different heights. At least six manufacturers are known to be available and furnish competitive systems that are similar but vary according to proprietary designs. The bid item includes all excavation, reinforced concrete foundation, precast concrete masonry units and all accessories, cap stone, drainage fill, select backfill, and all other work adjacent and incidental that may not already be included in general conditions to provide for a complete and finished installation. The height of the wall may vary where it is used for tree root protection to avoid erosion on steep slopes and other locations. Payment will be by linear meter of wall.

BID ITEM 212

Sequence No. 41

CONSTRUCT TYPE "D2" RETAINING WALL

This Bid Item consists of a system of prefabricated concrete masonry units interlocked together to form retaining walls of different heights from four to six feet that include structural synthetic, or geotechnical fabric, reinforcement within a coherent mass of select structural fill material and ground water drainage. At least six manufacturers are known to be available and furnish competitive systems that are similar but vary according to proprietary designs. This bid item includes all excavation, reinforced concrete foundation, precast concrete masonry units and all accessories, cap stone, drainage fill, structural synthetic fabric reinforcement, select backfill, and all other work adjacent and incidental that may not already be included in general conditions to provide for a complete and finished installation. The height of the wall may vary where it is used for tree root protection on steep slopes and other locations. Payment will be by linear meter of wall.

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BID ITEM 213

Sequence No. 42

CONSTRUCT TYPE "D3" RETAINING WALL

This Bid Item consists of a system of prefabricated concrete masonry units interlocked together to form retaining walls of different heights from seven to nine feet that include structural synthetic, or geotechnical fabric, reinforcement within a coherent mass of select structural fill material and ground water drainage. At least six manufacturers are known to be available and furnish competitive systems that are similar but vary according to proprietary designs. This bid item includes all excavation, reinforced concrete foundation, precast concrete masonry units and all accessories, cap stone, drainage fill, structural synthetic fabric reinforcement, select backfill, and all other work adjacent and incidental that may not already be included in general conditions to provide for a complete and finished installation. The height of the wall may vary where it is used for tree root protection on steep slopes and other locations. Payment will be by linear meter of wall.

BID ITEM 214

Sequence No. 43

CONSTRUCT TYPE "E" RETAINING WALL AT OFFSET FLOOR SLABS

This Bid Item consists of a retaining wall and drainage. Payment will be by each location.

BID ITEMS 215 - 217

Sequence No. 44

CONSTRUCT DRILLED SHAFTS (305mm DIAMETER), (457mm DIAMETER) (610mm DIAMETER)

These Bid Items consist of drilled and reinforced concrete shafts in several different diameters, as may be needed, for foundations under structures because of certain subsurface soils conditions. Payment will be by vertical meter for each of the diameters as indicated.

BID ITEM 218

Drawing: none

CONSTRUCT RIPRAP

This Bid Item consists of broken concrete or stone blocks, generally in cubic form. It includes any excavation required and preparation of the subgrade for placing the riprap to slopes, lines, and grades as shown on the drawings. Payment will be by the cubic meter.

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BID ITEM 219

Sequence No. 45

CONSTRUCT FLEXIBLE CONCRETE REVETMENT

This Bid Item consists of a flexible erosion control system comprised of precast, three directional interlocking concrete components overlaying a geotextile. The bid item includes subgrade preparation, geotextile, precast concrete components, infilling the spaces with topsoil to cover the exposed geotextile and to facilitate the growth of grass, and seeding. Payment for the flexible concrete revetment and all related work will be by the square meter.

BID ITEM 220

Sequence No. 46

CONSTRUCT REINFORCED CONCRETE SLOPE PAVEMENT (101mm)

This Bid Item consists of cast-in-place reinforced concrete paving on slopes to prevent erosion. It includes slope preparation and compaction, reinforcement, joints, weep holes and portland cement concrete in accordance with the drawings and specifications. Excavation will be under a separate bid item. Payment will be by square meter.

BID ITEM 221

Drawing: none

SEAL CRACKS/JOINTS IN REINFORCED CONCRETE STRUCTURES

This Bid Item consists of sealing of cracks/joints in existing reinforced concrete structures such as existing headwalls, aprons, slope paving, swales, etc., in accordance with section 02523 of the specifications. Payment will be by linear meter.

BID ITEM 222

Sequence No. 47

INSTALL WELDED STEEL HANDRAIL

This Bid Item consists of a welded steel handrail. Payment will be by linear meter.

BID ITEM 223

Drawing: none

CONSTRUCT STEEL REINFORCING FOR CONCRETE STRUCTURES

This Bid Item consists of reinforcing steel for any concrete structures not included in other bid items and must be designed for special conditions. Payment will be by the kilogram of reinforcing steel.

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BID ITEM 224

Drawing: none

CONSTRUCT STRUCTURAL CONCRETE

This Bid Item consists of concrete and all form work for any cast-in-place structures not included in other bid items that must be designed for special conditions. Payment will be by the cubic meter of concrete. Reinforcing steel, excavation, and any other items are included in separate bid items.

BID ITEM 225

Sequence No. 48

ADJUST SANITARY SEWER CLEAN-OUT TO GRADE

This Bid Item consists of removal of an existing sanitary sewer clean-out and the installation of a new clean-out at an elevation consistent with the new drainage grades. It includes all excavation, cutting the existing pipe, replacement with all new fittings and new sanitary sewer pipe vertical adjustment. It also includes compacted backfill, topsoil and solid sodding, and all other work adjacent and incidental that may not already be included in general conditions to provide for a complete and finished installation. Payment will be for each location.

BID ITEM 226

Sequence No. 49

INSTALL SANITARY SEWER SERVICE LINE

This Bid Item consists of replacement of sanitary sewer pipes that need to be relocated because of development of plans for storm drainage or erosion control. Payment will be by linear meter.

BID ITEMS 227 - 228

Drawing: none

INSTALL WATER SERVICE LINE (19 - 38mm) and (51 - 101mm)

These Bid Items consist of replacement of underground water pipes to be relocated because of development of plans for drainage or erosion control. The bid item will be for copper, iron, or PVC pipe, because the new pipe will be the same as the pipe being replaced. It includes all excavation, backfill, pipe and fittings. Payment will be by linear meter.

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BID ITEMS 229 - 230

Drawing: none

INSTALL GAS SERVICE LINE (13 - 25mm) and (31 - 51mm)

These Bid Items consist of replacement of underground gas pipes to be relocated because of development of plans for drainage or erosion control. The bid item will be for black iron or polyethylene pipe because the new pipe will be the same as the pipe being replaced. It includes all excavation, backfill, pipe and fittings. Payment will be by linear meter.

BID ITEM 231

Sequence No. 50

INSTALL SPLASH BLOCK

This Bid Item consists of precast concrete splash blocks to be placed at roof drainage downspouts in locations to control erosion and prevent damage to new work. Payment will be for each splash block in place.

BID ITEMS 232 - 234

Sequence No. 51

PROVIDE & PLANT TREE - TYPE "A", "B", and "C"

These Bid Items consist of providing and planting several different types of trees according to the schedule in locations as shown on the detailed site drawings. Payment will be for each tree of each type planted.

BID ITEMS 235 - 237

Sequence No. 52

PROVIDE & PLANT TREE - TYPE "D", "E", and "F"

These Bid Items consist of providing and planting several different types of trees according to the schedule in locations as shown on the detailed site drawings. Payment will be for each tree of each type planted.

BID ITEMS 238 - 240

Similar to Sequence No. 52

REMOVE AND TRANSPLANT TREE

These Bid Items consist of removing and transplanting several different sizes of trees using the appropriate mechanized tree spade. The method for relocating and planting an existing tree is similar to that for new trees. Payment will be for each tree of each size that is transplanted to a new location.

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BID ITEMS 241 - 244

Sequence No. 53

PROVIDE & PLANT SHRUB - TYPE "A", "B", "C", and "D"

These Bid Items consist of providing and planting the several different types of shrubs according to the schedule and detailed site drawings. Payment will be by each shrub of each type planted.

The Bid Item for Type A consists of removing an existing shrub and transplanting it to another location, including "healing in", maintenance, and protection if the shrub is not immediately planted in the new location. The method for planting an existing shrub is similar to that for new shrubs. Payment will be for each shrub transplanted to a new location.

BID ITEM 245

Drawing: none

REMOVE AND REPLACE PLAYGROUND EQUIPMENT

This Bid Item consists of the removal, salvage, and protection of any contiguous unit of playground equipment, including but not limited to swing sets, slide sets, merry-go-round, climber, sandbox, or other playground unit that needs to be removed for work on drainage and erosion control. The bid item also includes the complete reinstallation of the unit of playground equipment in the original location or a location nearby as indicated on the site detailed drawings. Payment will be for each unit.

BID ITEM 246

Sequence No. 54

GRAVEL ROAD SURFACE COURSE

This Bid Item consists of providing the material and construction of 150mm depth gravel road surface course in accordance with Technical Specification 02544. Payment will be per square meter.

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BID ITEM 247

Sequence No. 54

GLAUCONITE ROAD SURFACE COURSE

This Bid Item consists of providing the material and construction of 150mm depth glauconite road surface course in accordance with Technical Specification 02545. Payment will be per square meter.

BID ITEM 248

Sequence No. 54

AGGREGATE ROAD SURFACE COURSE

This Bid Item consists of providing the material and construction of 150mm depth aggregate road surface course in accordance with Technical Specification 02546. Payment will be per square meter.

BID ITEM 249

Sequence No. 54

SEPARATION/FILTRATION GEOTEXTILE MATERIAL

This Bid Item consists of providing and installing geotextile material in accordance with Technical Specification 02272. Payment will be per square meter.

BID ITEM 250

Sequence No. 54

PROCESS FINE GRAIN SUBGRADE MATERIAL

This Bid Item consists of processing 250mm depth of fine grain subgrade in accordance with Technical Specification 02226 "EARTHWORK FOR ROADWAYS". Payment will be per square meter.

BID ITEM 251

Sequence No. 54

PROCESS COURSE GRAINED SUBGRADE MATERIAL

This Bid Item consists of processing 450mm depth of course grain subgrade in accordance with Technical Specification 02226. Payment will be per square meter.

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BID ITEMS 252 - 253

Sequence No. 54

PROCESS SUBGRADE MATERIAL WITH LIME

These Bid Items consist of processing various depths of subgrade with 3-percent lime by weight in accordance with Technical Specification 02240. Payment will be per square meter.

BID ITEMS 254 - 256

Sequence No. 54

PROCESS SUBGRADE MATERIAL WITH CEMENT

These Bid Items consist of processing various depths of subgrade with 6-percent cement in accordance with Technical Specification 02239. Payment will be per square meter.

BID ITEM 257

Sequence No. 54

PROOF ROLLING

This Bid Item consists of proof rolling in accordance with Technical Specification 02226. Payment will be by the hectare.

BID ITEM 258

Sequence No. 54

EARTHWORK FOR TYPICAL ROADWAYS

This Bid Item consists of unclassified excavation, hauling, filling and compaction within an average right-of-way width of 15 meters to the typical cut and/or fill section shown on Sequence No. 54.

This Bid Item assumes a cut/fill balance on the roadway project. Payment will be per kilometer of roadway work

BID ITEM 259

Sequence No. 54

EARTHWORK FOR OVERTOPPING ROADWAY SECTION

This Bid Item consists of unclassified excavation, hauling, filling and compaction within an average right-of-way width of 15 meters to the overtopping road section shown on Sequence No. 54. This

Bid Item assumes a cut/fill balance on the roadway project. Payment will be per kilometer of roadway work

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BID ITEMS 260 - 262

Drawing: none

FILL MATERIAL FOR ROADWAYS

These Bid Items consist of providing fill material from onsite borrow areas within the distances specified and includes hauling and compaction. Payment will be per cubic meter of material.

BID ITEM 263

Sequence No. 54

OVEREXCAVATE SOFT MATERIAL AND BACKFILL WITH CRUSHED ROCK

This Bid Item consists of excavation of soft material and backfilling with 600mm depth crushed rock in accordance with Technical Specification 02233. Payment will be per square meter.

BID ITEM 264

Sequence Nos. 55, 56, 57, 58 and 59

CONCRETE TURNING PAD OR HARDENED BOTTOM

This Bid Item consists of 300mm depth reinforced concrete pavement for turning pads and hardened bottoms. Payment will be per square meter.

BID ITEM 265

Sequence No. 57

TOE FOR HARDENED BOTTOM SECTION

This Bid Item is for the construction of the 450mm concrete toe along the edge of the hardened bottom section. Payment will be per linear meter.

BID ITEM 266

Sequence No. 57 & 58

CRUSHED ROCK BASE FOR CONCRETE PAVEMENT

This Bid Item is for the construction of the 150mm depth crushed rock base for concrete pavement in accordance with Technical Specification 02233. Payment will be per square meter.

BID ITEM 267

Sequence No. 62

GUARD POSTS

This Bid Item is for the construction of guard posts in accordance with Technical Specification 02845. Payment will be per each.

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BID ITEM 268
STREAM GAGE

Sequence No. 63

This Bid Item is for the construction of stream gages. Payment will be per each.

BID ITEM 269
SILT FENCE

Sequence No. 64

This Bid Item is for the construction of additional silt fences required for a project other than erosion control related to construction activities. Payment for silt fences and other erosion control devices for construction related activities shall not be a separate pay item but shall be incidental to the applicable pay item. Payment will be per linear meter.

BID ITEM 270
TRAFFIC SIGNS

Sequence No. 65

This Bid Item is for the construction of traffic signs. Payment of traffic signs will be per each.

BID ITEMS 271 - 275
CULVERT HEADWALLS FOR DOUBLE PIPE

Sequence No. 66

This Bid Item is for the excavation, material, construction and backfill of double pipe culverts. Payment will be per each.

BID ITEMS 276 - 278
CAST IN PLACE REINFORCED CONCRETE BOX CULVERTS

Sequence Nos. 61 and 75-78

These Bid Items are for the excavation, material, construction and backfill of various size and spans of reinforced concrete box culverts. Payment for this Bid Item will be per cubic meter of concrete.

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BID ITEM 279

Sequence Nos. 67-74

CAST IN PLACE REINFORCED CONCRETE FLARED WINGS FOR BOX CULVERTS

This Bid Item is for the excavation, material, construction and backfill of various sizes of reinforced concrete flared wings for box culverts. Payment for this Bid Item will be per cubic meter of concrete.

BID ITEM 280

Sequence No. 61

CRUSHED ROCK BEDDING FOR BOX CULVERTS

This Bid Item is for the excavation, material and construction of 450mm depth crushed rock bedding for box culverts. Payment for this Bid Item will be per square meter.

BID ITEMS 281 - 286

Sequence Nos. 61 & 79, 80

PRECAST BOX CULVERT

These Bid Items are for the excavation, material, construction and backfill of various sizes of precast box culverts. Payment for this Bid Item will be per linear meter.

BID ITEM 287

Drawing: none

GRADING OF EXISTING ROADS

This Bid Item is for the grading of existing gravel surface on the Installation varying in width from 5.5 to 7.3 meters in width in accordance with Texas Department of Highways and Public Transportation Standard Specification Item 152 "Road Grader Work (Ordinary Compaction)". Payment for this Bid Item will be per linear kilometer of road.

BID ITEM 288

Drawing: none

GRADING OF ROAD DITCHES

This Bid Item is for the grading and cleaning out of existing ditches up to 5 meters wide on the installation in accordance with Texas Department of Highways and Public Transportation Standard Specification Item 152 "Road Grader Work (Ordinary Compaction)". Payment for this Bid Item will be per linear kilometer of ditch.

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BID ITEMS 289 - 315

Sequence No. 66

CORRUGATED METAL CULVERT PIPE

These Bid Items are for the installation of 0.25mm polymeric coated culvert pipe to the lengths specified without joints. Payment for this Bid Item will be per each joint.

BID ITEMS 316 - 318

Sequence No. 66

CORRUGATED POLYETHYLENE CULVERT PIPE

These Bid Items are for the installation of Type C corrugated polyethylene culvert pipe of various diameters. Payment for this Bid Item will be per linear meter.

BID ITEM 319

FOUR STRAND BARBED WIRE FENCE

This Bid Item is for the installation of 4-strand barb wire fence in accordance with Texas Department of Transportation Specification Item 552. Metal posts shall be 64 x 64 x 6mm minimum galvanized steel angle. Line posts shall be "studded tees" and weigh at least 1.33 pounds per foot. Rails and braces shall be 50 x 50 x 5mm minimum galvanized steel angle. Braces shall be 50 x 50 x 5mm minimum galvanized steel angle or No. 9 A.S.W. Gage smooth wire. Staples shall be No. 9 galvanized steel wire, 25mm long. Barbed wire shall consist of No. 12-1/2 gage wire, twisted with two-point No. 14 gage barbs spaced not more than 127mm apart.

BID ITEM 320 - 321

Sequence 81

CHAIN LINK SECURITY FENCE W/3 STRANDS BARBED WIRE

This bid item is for the installation of 6' or 7' chain link security fence with three strands of barbed wire. Payment will be by linear meter of fence installed.

BID ITEM 322 - 327

Sequence 82

GATES (4' TO 8' LONG)(8' TO 12' LONG)(>12' TO 20' LONG)

This bid item is for the installation of gates for the lengths indicated. Payment will be per each gate.

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BID ITEM 328

ADDITIONAL GROUNDING

This bid item is for the installation of additional grounding. Payment will be per each grounding.

BID ITEM 329

Sequence 82

GATE KEEPER

This bid item is for the installation of gate keepers. Payment will be per each gate keeper.

BID ITEM 330

Sequence 82

ROD AND LOCK KEEPER

This bid item is for the installation of rod and lock keepers. Payment will be per each rod and lock keeper.

BID ITEM 331

Sequence 82

DOUBLE ARM W/6 STRANDS OF BARBED WIRE

This bid item is for the installation of double arms with six strands of barbed wire. Payment will be by linear meter of double arms installed.

BID ITEM 332 - 333

CONCRETE CORES

Provide concrete cores in existing pavement for various diameters and depths. Payment will be made per each core.

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BID ITEM 334

Drawing: None

TACK WELD SUPPORT ARMS TO FENCE POST

This bid item consists of tack welding the single support arms for three strands of barbed wire to the fence posts. Replace deteriorated single support arms when required. Restraining the barbed wire where removal was required to complete the welding. Payment for this Bid Item will be per linear meter of fence.

BID ITEM 335

Drawing: None

CONCRETE WHEEL STOPS

This bid item is for the furnishing and installation of concrete wheel stops. Payment for this Bid Item will be per wheel stop.

-- End of Section --